

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

19

**COMMISSIONERS**

JEFF HATCH-MILLER – Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES

2006 JUN 26 P 12: 50

AZ CORP COMMISSION  
DOCUMENT CONTROL

IN THE MATTER OF THE COMPLAINT OF  
ESCHELON TELECOM OF ARIZONA, INC.  
AGAINST QWEST CORPORATION

DOCKET NO. T-03406A-06-0257  
DOCKET NO. T-01051B-06-0257

**ESCHELON'S MOTION FOR LEAVE TO OBTAIN RESPONSES TO  
REQUESTS FOR ADMISSIONS AND ACCOMPANYING DATA REQUEST**

Eschelon Telecom of Arizona, Inc. (Eschelon) requests leave to obtain responses from Qwest Corporation (Qwest) to requests for admissions and an accompanying data request. In support of this request, Eschelon states as follows:

Qwest has invoked Arizona Rules of Civil Procedure Rules 36(b) (limiting the number of requests for admissions to 25) and 33.1(c) (limiting the number of interrogatories to 40) as a basis to refuse to respond to certain Eschelon requests for admissions and an accompanying data request.<sup>1</sup> This is a regulatory proceeding before the Arizona Corporation Commission. In such proceedings, a primary consideration is the "just and speedy determination" of issues, with technical rules of discovery being secondary. These priorities are laid out in Rules R14-3-101(A) and (B) of the Rules of Practice and Procedure before the Corporation Commission. Paragraph B specifically provides that these rules "shall be liberally construed to secure just and speedy

<sup>1</sup> Rule 36(b) and Rule 33.1(c) of the Arizona Rules of Civil Procedure provide that a party may obtain responses to additional requests with leave of court following a motion demonstrating good cause.

1 determination of all matters presented to the Commission” and that, for good cause, the  
2 Commission or the presiding officer may waive application of these rules “when not in  
3 conflict with the law” and when doing so “does not affect the substantial interest of the  
4 parties.” This mandate to liberally construe the rules may explain why counsel for  
5 Eschelon cannot recall a regulatory matter before the Arizona commission in which the  
6 technical requirements of limiting requests for admissions to 25, including subparts, and  
7 interrogatories to 40, including subparts, has been strictly construed and applied.

8 Nonetheless, Qwest is narrowly construing subparts of requests and strictly  
9 insisting upon the limits of the rules and thus forcing Eschelon, a much smaller company,  
10 to expend the resources to bring this motion. Good cause exists to require Qwest to  
11 respond to the RFAs served by Eschelon in this case, as well as Data Request (DR) 1-17  
12 asking Qwest to provide support for any RFA that Qwest denies.<sup>2</sup> Eschelon’s RFAs and  
13 DR 1-17 are attached as Exhibit 1. Eschelon desires a just and speedy resolution of this  
14 matter. For the reasons set forth below, allowing Eschelon to serve, and requiring Qwest  
15 to respond to, additional requests is the most practical and less burdensome method of  
16 obtaining a just and speedy resolution.

#### 17 **FACTUAL BACKGROUND**

18 On May 30, 2006 Qwest sent twenty Data Requests (DRs), plus subparts, nine  
19 Requests for Production (RFPs), and sixteen RFAs, plus subparts, to Eschelon by email.  
20 The next day, Eschelon served its first set of discovery requests upon Qwest. (*See*  
21 *Exhibit 2.*) The parties agreed to respond to discovery requests in this case within 10  
22 business days. Within that timeframe, on June 8, 2006, Eschelon served upon Qwest its

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<sup>2</sup> Based on communications from Qwest, it appears that Qwest is objecting only to DR 1-17 on the grounds that the number exceeds the number in the rule. If Qwest responds that it is also objecting to other discovery requests on that basis, this motion applies to those discovery requests as well. Therefore, a copy of Eschelon’s first set of discovery requests is attached as well. (*See Exhibit 2.*) Qwest served a lengthy list of definitions and instructions with its first set of discovery, so Eschelon incorporated a somewhat modified version of Qwest’s definitions and instructions in its first set to Qwest. (*See id.*) Eschelon’s first and second set of discovery requests, in total, are reasonable and Qwest should provide responses.

1 responses to Qwest's DRs, RFPs, and RFAs. Eschelon's written responses were 42 pages  
2 long, and Eschelon also provided 1,667 pages of documents in response to Qwest's  
3 requests. Eschelon numbered those pages sequentially and, in its responses, cited  
4 specific page numbers to those documents.

5 Along with its discovery responses, on June 8, 2006, Eschelon served upon Qwest  
6 a Second Set of Discovery Requests that included 27 RFAs, some with subparts, and DR  
7 1-17 asking Qwest to provide support for any RFA that Qwest denies. (*See* Exhibit 1.)  
8 In Eschelon's RFAs, Eschelon included the following definition and instruction:

9  
10 "Document Numbers ('Document Nos.') in these requests refer to the sequential  
11 numbering that appears on the documents produced with Eschelon's Objections  
12 and Responses to Qwest's First Set of Data Requests. References to Document  
13 Numbers are provided in these requests as a convenience to the parties, and are not  
14 intended to limit Qwest's responses to those documents or in any other respect."  
15

16 (*See* Exhibit 1, p. 1.)

17 On June 15, 2006, Qwest sent Eschelon a letter objecting to the number of RFAs  
18 and DR 1-17, claiming that, with subparts, they exceeded the number provided by the  
19 rule. (*See* Exhibit 3.) Qwest asked Eschelon to identify 25 requests to which it would  
20 like Qwest to respond. (*See id.*)

21 On the same day, June 15, 2006, Eschelon responded and identified DR 1-17 and  
22 the first 25 RFAs, if Qwest was not going to answer them all. (*See* Exhibit 4.) Eschelon  
23 pointed out, however, that the rule cited by Qwest allows the parties to agree upon a  
24 different number of requests. Eschelon said that the RFAs are narrowly tailored to both  
25 statements made by Qwest and written documentation and asked Qwest to cooperatively  
26 agree to respond to them. (*See id.*)

27 On June 20, 2006, Qwest sent by email Objections to Eschelon's Second Set of  
28 Data Requests and Requests for Admission to Qwest, formally objecting to the number of  
29 requests. (*See* Exhibit 5.) The objections included no responses. (*See id.*)

1 In response to an inquiry by Eschelon as to whether Qwest would also respond,  
2 Qwest confirmed that, while it would produce responses to RFAs 1-1 through 1-13(d), it  
3 would not respond to the remaining RFAs (1-14 through 1-27, including subparts). (See  
4 Exhibit 6.)<sup>3</sup> All RFAs to which Qwest did not respond based on the number of requests  
5 (including RFAs 1-14 through 1-27 and any subparts) and DR 1-17 as to all of the RFAs  
6 (1-1 through 1-27) are subject to this motion.<sup>4</sup>

7 As shown by the enclosed exhibits, Eschelon has consulted with Qwest in a good  
8 faith effort to resolve the issue of the number of RFAs and interrogatories, but the issue  
9 remains unresolved. (Eschelon's certification pursuant to Rule 37(a)(2)(C) is attached as  
10 Exhibit 7.)

### 11 DISCUSSION

12 Eschelon brings this motion pursuant to Rules R14-3-101(A) and (B) of the Rules  
13 of Practice and Procedure before the Corporation Commission and, to the extent  
14 applicable, Rule 36(b), Rule 33.1(c), and 37(a) of the Arizona Rules of Civil Procedure.  
15 Rule R14-3-101(B), Rule 36(b) and Rule 33.1(c) allow a party to obtain responses to  
16 additional discovery requests upon a showing of "good cause." In addition, Rule 33.1(c)  
17 provides the following guidance as to what is needed to show good cause: "The party  
18 seeking leave to serve additional interrogatories shall have the burden of establishing that  
19 the issues presented in the action warrant the service of additional interrogatories, or that  
20 such additional interrogatories are a more practical or less burdensome method of  
21 obtaining the information sought, or other good cause therefor."

#### 22 23 1. The Issues Presented In This Action Warrant The Service Of Additional 24 Requests.

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<sup>3</sup> Qwest's responses to Eschelon's Second Set of Discovery Requests (including DR 1-17 and at least 25 RFAs) are due today. Qwest's responses to Eschelon's First Set of Discovery Requests were due earlier but the deadline for responding to at least a portion of those discovery responses has been extended until next week.

<sup>4</sup> See also, footnote 2, above.



1 In Eschelon's Second Set of Discovery Requests, Eschelon included twenty-seven  
2 RFAs, some with subparts, and one DR. (*See* Exhibit 1.) The number and scope are  
3 reasonable. Eschelon did not engage in any kind of fishing expedition. To the contrary,  
4 a review of these requests shows that they are very narrowly tailored to the "issues  
5 presented in" this action. Eschelon did not leave Qwest to wonder as to which issues  
6 they were or where they were presented. In almost all cases, before posing the request  
7 for admission, Eschelon pointed to documents or statements at issue to show that the  
8 request was tailored to issues presented in this action. For example, in one of the RFAs  
9 to which Qwest has objected on this basis, Eschelon provided the following level of  
10 detail (including page and line numbers) before posing the question:

11  
12 "1-16 In Paragraph 6(C), p. 6, line 1 and Paragraph 14(A), p. 10, line 18 of its Answer,  
13 Qwest states that Eschelon wants "expedites for free." In the Proc. Conf. Tr., p. 7,  
14 lines 14-16 (Document No. 001660), Qwest said: "The only real reason that  
15 Eschelon is objecting to the amendment is they don't want to pay anything to  
16 obtain expedites." (Reference Document Nos. 000137-000139.) Admit that,  
17 before filing its Complaint, Eschelon told Qwest in writing that it will pay charges  
18 for expedites pursuant to the ICA without amendment, including hourly and  
19 dispatch charges, in addition for the installation charge for the order requesting  
20 the expedite." (*See* Exhibit 1, p. 6.)

21  
22 The level of detail also included direct quotes to specific documents, which Qwest  
23 was not left to find on its own, because Eschelon provided the document number for the  
24 specific page in issue. DR 1-19(a) is one example of this:

25  
26 1-20 In Paragraph 16, p. 11, line 23 of its Answer, Qwest refers to the "former  
27 expedite process." In Paragraph 14(B), p. 10, lines 23-24 of its Answer,  
28 Qwest refers to a "new process" and said that Qwest gave CLECs time "to  
29 prepare for the new process." Admit that, in connection with Covad CR  
30 PC021904-1:

31  
32 (a) on May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to  
33 amend their Interconnection Agreement, the current expedite criteria and  
34 process will be used."

1 Given that Qwest raised these issue both in its Answer and at the prehearing conference,  
2 Qwest has clearly presented these issues in this matter.

3 These are not isolated examples. Eschelon has attached a matrix as Exhibit 8 that  
4 shows, in the first column, the RFA number; in the second column, the question posed in  
5 the RFA; and in the final column, a quote from, or description of, the documentation  
6 relied upon as a basis for asking the question. Eschelon does not ask that its word be  
7 accepted and instead provides, in Exhibit 9, the actual pages referenced in the matrix to  
8 show that the documents contain the quoted language. Together, Exhibits 8 and 9 show  
9 that the issues that are the subject of the RFAs and DR 1-17 are presented in this action.

10 They also show that those issues warrant service of additional requests to be  
11 answered by Qwest. Given the specificity of Eschelon's references to the documents, the  
12 documentation in many cases should speak for itself. As shown by the citations to  
13 Qwest's statements that preface many of the RFAs, however, Qwest has raised questions  
14 about issues that, based on the documentation, appear to Eschelon to be undeniable.  
15 Because Qwest at least appears to be disputing them, the RFAs and DR 1-17 are  
16 necessary to ascertain where there is agreement and the basis for disagreements, and to  
17 narrow the issues for resolution to true areas of material disputes.

18  
19 **2. Additional Requests Are A More Practical And Less Burdensome Method**  
20 **Of Obtaining The Information Sought.**  
21

22 Eschelon's RFAs and DR 1-17 are a more practical and less burdensome method  
23 of obtaining the information sought than other methods potentially available. In fact,  
24 Eschelon has assumed much of the burden by first numbering and producing each page of  
25 referenced documentation and then providing in its RFAs specific citations to Qwest,  
26 instead of requiring Qwest to guess or find the needle in the haystack. Eschelon's  
27 approach will lead to an earlier narrowing of the issues that need be resolved in an  
28 evidentiary hearing before the Hearing Division.

1 Eschelon was clear in its RFAs that it was providing the citations to specific  
2 Qwest statements and documents only as a convenience to the parties and it was not  
3 limiting Qwest's responses in any way. Eschelon specifically stated this in the  
4 Instructions and Definitions (*see* Exhibit 1, p. 1) and gave Qwest the opportunity to  
5 explain its position with DR 1-17. In this manner, Eschelon attempted to provide balance  
6 by: (a) providing a basis for asking the question to show that the issues presented in this  
7 action warrant a response and (b) allowing Qwest ample opportunity to respond and  
8 explain if it disagreed that such issues were presented, at least as understood by Eschelon.  
9 If Qwest believes there is an erroneous inference created by Eschelon's references to  
10 documentation, notwithstanding that Eschelon clarified that they were provided as a  
11 convenience to the parties, Qwest should provide the information and documents that  
12 support its position in response to DR 1-17 for each such RFA so that the parties have a  
13 clear understanding of any genuine dispute. This approach is reasonable.

14 Qwest's proposed approach is much less practical and more burdensome. Qwest  
15 has suggested that it may seek to conduct a number of depositions in this matter,  
16 including a Rule 30(b)(6) deposition covering ten broad categories of information. (*See*  
17 Exhibit 10.) Qwest seeks, for example, to depose the "employee submitting the  
18 disconnect notice" in the example given in the Complaint, even though Eschelon has  
19 admitted that error. (*See* Exhibit 1 - citations to Complaint in preface to RFA 1-14.)  
20 Qwest's "Rule 30(b)(6)" categories include matters that the documentation already  
21 produced and reference already address. (*See* Exhibit 10.) To the extent those matters  
22 are documented and Qwest admits them, there should be no need for time consuming and  
23 expensive discovery on such issues, even assuming depositions were to be permitted.

### 24 25 **3. Other Good Cause Exists to Warrant The Service Of Additional Requests.**

26 As discussed in the introduction above, this is a regulatory proceeding that should  
27 allow efficient means to achieve just results. Eschelon's approach is the more efficient  
28 means of obtaining just and speedy resolution in this matter. The Commission needs "a

1 sufficiently developed record”<sup>5</sup> to decide the issues before it. Allowing Eschelon to  
2 obtain the requested information will also aid in sufficiently developing the record in a  
3 focused, reasonable manner.

4 Qwest has disputed issues that are subject of the RFAs and DR 1-17. The RFAs  
5 relate in many cases to specific allegations made by Qwest in its Answer. Qwest stated  
6 publicly in its Answer that Eschelon is “intractab[le],”<sup>6</sup> displayed “incompetence,”<sup>7</sup>  
7 “cherry-picked” one example,<sup>8</sup> etc. Qwest should be accountable for supporting such  
8 assertions and explaining the basis for them.

### 9 CONCLUSION

10 Good cause exists to require Qwest to respond to the Requests for Admissions  
11 served by Eschelon in this case, as well as Data Request 1-17 asking Qwest to provide  
12 support for any RFA that Qwest denies. The Hearing Office should allow Eschelon’s  
13 RFAs to which Qwest did not respond based on the number of requests (including RFAs  
14 1-14 through 1-27 and any subparts) and DR 1-17 as to all of the RFAs (1-1 through 1-  
15 27) and require Qwest, which has already been served with those requests, to promptly  
16 respond to them.

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<sup>5</sup> Procedural Order, *In re. Qwest Corporation’s Filing of Renewed Price Regulation Plan*, Docket No. T-01051B-03-0454 (Oct. 13, 2004), p. 3, line 13 (denying Qwest request to limit staff discovery requests).

<sup>6</sup> Answer, p. 1, line 17.

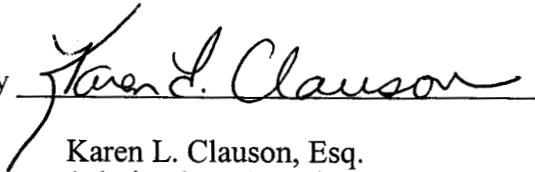
<sup>7</sup> On page 1, line 17 of its Answer, Qwest states that Eschelon’s customers found themselves out of service because of Eschelon’s “incompetence.” On page 2, lines 22-23 of its Answer, Qwest states that the cause of the disconnect was Eschelon’s “incompetence.”

<sup>8</sup> Answer, p. 1, line 18.

1 RESPECTFULLY SUBMITTED this 23<sup>rd</sup> day of June 2006.

2 ESCHELON TELECOM OF ARIZONA, INC.

3  
4  
5 By



6 Karen L. Clauson, Esq.  
7 (admitted pro hac vice)  
8 Senior Director of Interconnection/  
9 Associate General Counsel  
10 ESCHELON  
11 730 2<sup>nd</sup> Avenue S., Suite 900  
12 Minneapolis, MN 55402  
13

14 and  
15

16 Michael W. Patten  
17 J. Matthew Derstine  
18 ROSHKA DEWULF & PATTEN, PLC  
19 One Arizona Center  
20 400 East Van Buren Street, Suite 800  
21 Phoenix, Arizona 85004  
22  
23  
24

25 Original and 15 copies of the foregoing  
26 filed this 23<sup>rd</sup> day of June 2006 with:

27  
28 Docket Control  
29 Arizona Corporation Commission  
30 1200 West Washington Street  
31 Phoenix, Arizona 85007  
32

33 Copy of the foregoing sent by overnight delivery/mailed  
34 this 23<sup>rd</sup> day of June 2006 to:

35  
36 Amy Bjelland, Esq.  
37 Administrative Law Judge  
38 Hearing Division  
39 Arizona Corporation Commission  
40 1200 West Washington  
41 Phoenix, Arizona 85007  
42

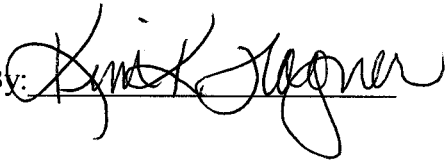
43 Maureen Scott, Esq.  
44 Legal Division  
45 Arizona Corporation Commission  
46 1200 West Washington  
47 Phoenix, Arizona 85007  
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Norman G. Curtright  
Corporate Counsel  
Qwest Corporation  
20 East Thomas Road, 16<sup>th</sup> Floor  
Phoenix, Arizona 85012

Charles W. Steese  
Steese & Evans, P.C.  
6400 South Fiddlers Green Circle, Ste 1820  
Denver, Colorado 80111

Melissa Kay Thompson  
Qwest Services Corporation  
1801 California Street, 10<sup>th</sup> Floor  
Denver, Colorado 80202

By: 

**EXHIBIT 1**

**Eschelon's Second Set of Data Requests and  
Request for Admissions to Qwest Corporation**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**COMMISSIONERS**

JEFF HATCH-MILLER – Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES

IN THE MATTER OF THE COMPLAINT OF  
ESCHELON TELECOM OF ARIZONA, INC.  
AGAINST QWEST CORPORATION

)  
) DOCKET NO. T-03406A-06-0257  
) DOCKET NO. T-01051B-06-0257  
)  
) **ESCHELON'S SECOND SET OF DATA**  
) **REQUESTS AND REQUEST FOR**  
) **ADMISSIONS TO QWEST**  
**CORPORATION**

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Eschelon Telecom of Arizona, Inc. ("Eschelon") requests that Qwest Corporation ("Qwest") submit answers to the following Data Requests and Requests for Admissions within 11 business days [ten (10) business days, plus one day to account for overnight delivery of referenced documents].

**INSTRUCTIONS AND DEFINITIONS**

The Instructions and Definitions from Eschelon's First Set of Data Requests and Request for Production to Qwest Corporation in this matter are incorporated by reference and apply equally to this Second Set of Data Requests and Request for Admissions to Qwest Corporation.

Document Numbers ("Document Nos.") in these requests refer to the sequential numbering that appears on the documents produced with Eschelon's Objections and Responses to Qwest's First Set of Data Requests. References to Document Numbers are provided in these requests as a convenience to the parties, and are not intended to limit Qwest's responses to those documents or in any other respect.

"Proc. Conf. Tr." refers to the Transcript of the Procedural Conference held in this matter on May 23, 2006. Copies of excerpts from that transcript are stamped with Document Nos. 001659-001667.



## **DATA REQUESTS**

### **ESCHELON DR 1-17:**

- 1-17 For each Request for Admission (RFA), if Qwest denies the RFA in whole or in any part or respect ("denial"), state the basis for the denial and provide all facts relating to the denial and reasons for the denial, identify all individuals and witnesses with knowledge of or relating to the denial and reasons for the denial, and identify all documents reflecting those facts or relating to the denial and reasons for the denial.

## **REQUESTS FOR ADMISSIONS**

### **ESCHELON RFA 1-1:**

- 1-1 In Paragraph 14(B), p. 11, lines 2-4, of its Answer, Qwest states that Eschelon could have followed the Exception process to challenge the expedite process but did not do so. *See also* Proc. Conf. Tr., p. 11, lines 3-6 (Document No. 001661.) In Proc. Conf. Tr., p. 14, lines 1-6 (Document No. 001663), Qwest said that Eschelon "never complained" in CMP. (Reference, *e.g.*, Document No. 000120.) Admit that, in CMP, Eschelon joined McLeod's Escalation #39 PROS.09.12.05.F.03242. Expedites\_Escalations\_V27.

### **ESCHELON RFA 1-2:**

- 1-2 (Reference, *e.g.*, Document Nos. 000120-121.) Admit that in CMP Qwest included escalation participants, including Eschelon, Covad, Velocity, AT&T, ELI, and VCI, in Qwest's response to Escalation #39 PROS.09.12.05.F.03242. Expedites\_Escalations\_V27.

### **ESCHELON RFA 1-3:**

- 1-3 (Reference, *e.g.*, Document No. 000117.) Admit that in CMP (a) Eschelon requested a CMP ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30, (b) that such a CMP ad hoc call was held, (c) that Versions 27 and 30 of the Escalations & Overview PCAT were discussed on that CMP ad hoc call, and (d) that Eschelon participated in that CMP ad hoc call.

### **ESCHELON RFA 1-4:**

- 1-4 In Paragraph 14(B), p. 10, lines 24-25 of its Answer, Qwest states that Qwest sent notices to Eschelon describing the process but Eschelon did nothing. In Proc. Conf. Tr., p. 14, lines 1-6 (Document No. 001663), Qwest said that Eschelon "never complained" in CMP. *See also* Proc. Conf. Tr., p. 11, lines 3-6 & lines 15-18 (Document Nos. 001661-001662.) (Reference, *e.g.*, Document Nos. 000124-

126.) Admit that in CMP Eschelon followed the CMP comment process and submitted comments on November 11, 2005 regarding Qwest's CMP notice PROS.10.19.05.F.03380.ExpeditesEscalationsV30 in which Eschelon said:

"In Qwest's response to Covad's CR PC021904-1, Qwest said: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used." The current "expedite requiring approval process" allows a CLEC to request an expedite, at no charge, when the customer's needs met certain criteria. Eschelon relied upon Qwest's response and based its decision to comment, or not comment, on that response. Qwest is now failing to keep the commitments it made to CLECs in CMP, and in its response to Covad, by now changing its position on expedites and unilaterally imposing charges via a process change in CMP. Qwest's proposed change to remove the existing approval required expedite process for designed products will negatively impact Eschelon and its customers. Qwest said its basis for this change is "parity" and that Qwest retail charges for all expedites for "designed" services. However, this claim of "parity" is misleading as Qwest's new process now treats CLEC POTS customers differently than Qwest POTS customers. Qwest defines parity based on whether a service is "designed." Qwest has chosen to apply the "design" process to DS0 UBLs, but not to its own POTS customers. The result is that though from the customer perspective the service is the same, Qwest now proposes to treat them differently for the expedite process. The change Qwest is proposing is discriminatory to CLECs and their customers. A CLEC DS0 UBL and a Qwest retail 1FB functionally are the same service. A DS0 loop is merely a POTS line that Qwest chose to provision using a design flow process. For example, a customer could request an expedite using the approval required process when ordering service from Qwest (e.g. a 1FB), and would not have to pay additional charges for the expedite. However, if the customer orders service from a CLEC via a DS0 loop and the customer requests an expedite from the CLEC, the CLEC and the customer would have to pay an additional charge for the same basic service.

Eschelon objects to Qwest's proposed changes to the current approval required expedite process because it is discriminatory to CLECs and CLEC customers. In addition, because Eschelon relied upon Qwest's comments to Covad's CR, Eschelon also objects to Qwest's addition of UBL DS0 products to the pre-approved list of products. Qwest chose to make the change to the approval required expedite process after it added DS0 loops to the product list for pre-approved products. The result is that CLECs were unable to effectively comment on a change that now, coupled with Qwest's further change, significantly impacts a CLEC's business."

**ESCHELON RFA 1-5:**

- 1-5 (Reference, e.g., Document Nos. 000123-000128.) Admit that (a) multiple CLECs submitted CMP comments regarding PROS.10.19.05.F.03380. Expedites

EscalationsV30; that (b) three of five CLECs (including Eschelon) providing comments in CMP referred to discrimination and/or a competitive disadvantage; and that (c) Integra said in its comments that "Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use."

**ESCHELON RFA 1-6:**

- 1-6 (Reference, *e.g.*, Document No. 000129.) Admit that Qwest provided a binding response in CMP by email on November 7, 2005 (dated November 4, 2005) to the McLeod escalation, which Eschelon joined in CMP, in which Qwest said "rates associated with an Interconnection Agreement are outside the scope of the CMP process."

**ESCHELON RFA 1-7:**

- 1-7 (Reference, *e.g.*, Document Nos. 000130 & 000136.) Admit that Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated March 21, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), cited the dispute resolution provisions of the Qwest-Eschelon ICA (Part A, §27).

**ESCHELON RFA 1-8:**

- 1-8 In Paragraph 14(B), p. 10, line 26 – p. 11, lines 1-2, of its Answer, Qwest states that Eschelon could have challenged the provision using the CMP dispute resolution process, but Eschelon chose not to do so. (Reference, *e.g.*, Document No. 000137.) *See also* Proc. Conf. Tr., p. 11, lines 3-6 (Document No. 001661). Admit that Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), indicated in the subject line that the letter was regarding: "Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC); Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 – Denied by Qwest 11/4/05; Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.Expedites EscalationsV30."

**ESCHELON RFA 1-9:**

- 1-9 Admit that Qwest's statement in Paragraph 14(B), p. 10, line 25 that Eschelon "did nothing" is false.

**ESCHELON RFA 1-10:**

- 1-10 Admit that Qwest's statement in Proc. Conf. Tr., p. 14, lines 1-6 (Document No. 001663) that Qwest "never complained" about changes to the expedite process in CMP is false.

**ESCHELON RFA 1-11:**

- 1-11 (Reference Document Nos. 000066, 000078, 000090, 000105.) Admit that the CMP notifications for Versions 11, 22, 27, and 30 of the Expedites and Escalations Overview PCAT were "process" notifications and none of these Versions were noticed as "system" changes.

**ESCHELON RFA 1-12:**

- 1-12 (Reference Document Nos. 000159-000287.) Admit that, for product and process changes in CMP, while votes may be taken as to certain CMP procedural issues in the course of considering the change, no vote is taken in CMP as to whether a particular product or process change requested by a CLEC or Qwest should be granted or denied.

**ESCHELON RFA 1-13:**

- 1-13 Attached as part of these requests is a list of twenty-one (21) disconnects in error that resulted in disruption of an Eschelon end user customer's service. (Reference *also* Document Nos. 000379-000443.) Admit separately, for each of the 21 on the list, that it is a disconnect in error by Qwest.

**ESCHELON RFA 1-14:**

- 1-14 In its Complaint at p. 2, lines, 3-4 and paragraph 26, Eschelon admits that this was an Eschelon disconnect in error. On page 1, line 17 of its Answer, Qwest states that Eschelon's customers found themselves out of service because of Eschelon's "incompetence." On page 2, lines 22-23 of its Answer, Qwest states that the cause of the disconnect was Eschelon's "incompetence." On page 2, line 25, Qwest again refers to Eschelon's "incompetence." For each of the errors for which Qwest admits it was a Qwest disconnect in error in response to RFA No. 1-13, admit that the Qwest disconnect(s) in error was due to Qwest's incompetence. Admit separately, for all such errors collectively, that these errors were due to Qwest's incompetence.

**ESCHELON RFA 1-15:**

- 1-15 (Reference Document Nos. 000313.) Admit that, in response to trouble ticket number OC125098, Qwest repaired a missing cross connect that restored the customer's service on March 15, 2006, before Qwest later disconnected the service.

**ESCHELON RFA 1-16:**

- 1-16 In Paragraph 6(C), p. 6, line 1 and Paragraph 14(A), p. 10, line 18 of its Answer, Qwest states that Eschelon wants "expedites for free." In the Proc. Conf. Tr., p. 7, lines 14-16 (Document No. 001660), Qwest said: "The only real reason that Eschelon is objecting to the amendment is they don't want to pay anything to obtain expedites." (Reference Document Nos. 000137-000139.) Admit that, before filing its Complaint, Eschelon told Qwest in writing that it will pay charges for expedites pursuant to the ICA without amendment, including hourly and dispatch charges, in addition for the installation charge for the order requesting the expedite.

**ESCHELON RFA 1-17:**

- 1-17 When an unbundled loop is installed and then an expedited order is needed several months later (*e.g.*, to correct a later disconnect in error of that loop), admit that (a) Qwest charges the Commission approved non-recurring charge (NRC) for the initial installation of the unbundled loop (*e.g.*, \$87.93 for DS1 capable loop without testing in Arizona); and that (b) Qwest charges the Commission approved non-recurring charge (NRC) for the later installation of the unbundled loop (*e.g.*, \$87.93 for DS1 capable loop without testing in Arizona) to restore service (*e.g.*, to correct the later disconnect in error of that loop), even if the facilities remain in place and no premise dispatch is required; and (c) Qwest charges the rate in its expedite amendment (*e.g.*, \$200 per day expedited, which is \$1,000 for a 5-day expedite) if the CLEC has signed the expedite amendment. Please provide separate responses to (a)-(c) for (1) disconnects in error caused by Qwest and (2) disconnects in error caused by CLEC.

**ESCHELON RFA 1-18:**

- 1-18 On page 4, line 1 of its Answer, Qwest "denies" that Eschelon is a facilities based CLEC. (Reference Document No. 000373.) Admit that the Arizona Corporation Commission authorized Eschelon to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.

**ESCHELON RFA 1-19:**

- 1-19 In Paragraph 14, p. 9, line 26 and in Paragraph 16, p. 11, lines 18-19 of its Answer, Qwest states that the expedite process under which Qwest previously

expedited orders for unbundled loops was "created" in CMP. (Reference Document Nos.000022-000025.) Admit that (a) a mutually agreed upon process for expedites requiring approval was in place, including for unbundled loops, before Qwest documented it on its website through CMP and that (b) on September 22, 2001, Qwest issued an expedites and escalations product notification (Version 1) when documenting the process on its website in which Qwest said that "these updates reflect current practice."

**ESCHELON RFA 1-20:**

1-20 In Paragraph 16, p. 11, line 23 of its Answer, Qwest refers to the "former expedite process." In Paragraph 14(B), p. 10, lines 23-24 of its Answer, Qwest refers to a "new process" and said that Qwest gave CLECs time "to prepare for the new process." Admit that, in connection with Covad CR PC021904-1:

(a) on May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used."

(b) on July 15, 2004, Qwest told CLECs that: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested. This comment is accepted."; and

(c) on June 29, 2004, Qwest told CLECs that: "Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval."

**ESCHELON RFA 1-21:**

1-21 (Reference Document Nos. 000107-000115; *Compare, e.g., 000017 with 000107.*) Admit that, after Qwest issued Version 30 of the Expedites and Escalations Overview PCAT, the Expedites Requiring Approval process remained in place at Qwest, but Qwest removed certain products (including unbundled loops) from the list of products to which Qwest said the Expedites Requiring Approval process applied.

**ESCHELON RFA 1-22:**

- 1-22 In Proc. Conf. Tr., p. 23, lines 17-18; p. 24, lines 12-13; p.28, lines 1-2 (Document No. 001664-001666), Qwest said Qwest doesn't "have methods to apply the old process anymore"; that the "old process, which, frankly, doesn't exist anymore"; and the process "still exists for QPP." (Reference, *e.g.*, Document Nos. 001645-001654.) Admit that (as of the present time – for all subparts): (a) Qwest describes its expedites and escalations "local business procedures" in the Qwest "Expedites and Escalations Overview – V40.0," which is available on the web at <http://www.qwest.com/wholesale/clecs/exesclover.html>; (b) requesting an expedite "follows one of two processes"; (c) one of the processes for requesting an expedite is the "Expedites Requiring Approval" process; (d) "Expedite charges are not applicable with the Expedites Requiring Approval process."; and (e) "Following is a list of conditions where an expedite is granted" under the "Expedites Requiring Approval" process:

"Fire

Flood

Medical emergency

National emergency

Conditions where your end-user is completely out of service (primary line)

Disconnect in error by Qwest

Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date

Delayed orders with a future RFS date that meet any of the above described conditions

National Security

Business Classes of Service unable to dial 911 due to previous order activity

Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected"

**ESCHELON RFA 1-23:**

- 1-23 (Reference Document No. 001646.) Admit that under the Qwest Expedites Requiring Approval process, for any of the above conditions (listed in RFA 1-22), "expedited request can be made either prior to, or after, submitting CLEC's service request."

**ESCHELON RFA 1-24:**

- 1-24 (Reference Document No. 001646.) Admit that under the Qwest Expedites Requiring Approval process there are two options to request an expedite on a Local Service Request (LSR) and that, under the second option: (a) the CLEC is not required to populate the EXP field; (b) the CLEC submits the request with a due date interval from the SIG or CLEC's ICA and then calls the Qwest Call Center; and (c) the CLEC is required to call to the Qwest Call Center at 1-866-434-2555.

**ESCHELON RFA 1-25:**

- 1-25 (Reference Document Nos. 001646 & 001653-001654.) Admit that (a) the Qwest Call Center and its telephone number of 1-866-434-2555 used to request an expedite under the Qwest Expedites Requiring Approval process is the same Qwest Call Center and telephone number that is used generally for other LSR Tier 1 escalations; (b) the next escalation level is Tier 2; and (c) the next escalation level is Tier 3, which is the Qwest Service Manager assigned to that CLEC's account.

**ESCHELON RFA 1-26:**

- 1-26 (Reference 001655-001658; escalation ticket number 25891370; PON AZ606564-1KLH.) Admit that, on or about March 20, 2006, Qwest's Tier 2 Call Center granted an expedite to Eschelon, under the Qwest Expedites Requiring Approval process, for the product Qwest Platform Plus (QPP) in circumstances that met at least one of the conditions (listed in RFA 1-22).

**ESCHELON RFA 1-27:**

- 1-27 Admit that Qwest's Tier 1, Tier 2, and Tier 3 personnel are trained on, or familiar with, the Qwest Expedite Requiring Approval process and, specifically, the conditions (listed in RFA 1-22) and when to grant or deny an expedite based upon whether one or more of those conditions is met.



By \_\_\_\_\_  
Karen L. Clauson (admitted pro hac vice)  
Senior Director of Interconnection  
Associate General Counsel  
Eschelon Telecom, Inc.  
730 2<sup>nd</sup> Avenue South, Suite 900  
Minneapolis, Minnesota 55402  
612-436-6026

Michael W. Patten  
J. Matthew Derstine  
ROSHKA DEWULF & PATTEN, PLC  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

A copy of the foregoing was emailed this 8<sup>th</sup> Day of June, 2006 to:

Charles W. Steese  
STEESE & EVANS, P.C.  
6400 South Fiddlers Green Circle, Suite 1820  
Denver, Colorado 80111  
[csteese@s-elaw.com](mailto:csteese@s-elaw.com)

Norman G. Curtright  
Qwest Corporate Counsel  
Qwest Corporation  
20 E. Thomas Road, 16<sup>th</sup> Floor  
Phoenix, Arizona 85012  
[norm.curtright@qwest.com](mailto:norm.curtright@qwest.com)

Melissa K. Thompson  
Qwest Services Corporation  
1801 California Street, 10<sup>th</sup> Floor  
Denver, Colorado 80202  
[melissa.thompson@qwest.com](mailto:melissa.thompson@qwest.com)

**EXHIBIT 2**

**Eschelon's First Set of Data Requests and  
Request for Admissions to Qwest Corporation**

BEFORE THE ARIZONA CORPORATION COMMISSION

**COMMISSIONERS**

JEFF HATCH-MILLER – Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES

IN THE MATTER OF THE COMPLAINT OF  
ESCHELON TELECOM OF ARIZONA, INC.  
AGAINST QWEST CORPORATION

)  
) DOCKET NO. T-03406A-06-0257  
) DOCKET NO. T-01051B-06-0257  
)  
) **ESCHELON'S FIRST SET OF DATA**  
) **REQUESTS AND REQUEST FOR**  
) **PRODUCTION TO QWEST**  
**CORPORATION**

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Eschelon Telecom of Arizona, Inc. ("Eschelon") requests that Qwest Corporation ("Qwest") submit answers to the following Data Requests within 10 business days.

**INSTRUCTIONS**

1. These data requests shall be deemed continuing in nature, and any answer to a data request must be supplemented when additional information responsive to the data request comes to your attention or the attention of your attorneys or other representatives while this docket is pending.
2. Each data request should be answered fully and independently. If it is not possible to provide a complete answer to a data request, or portion of a data request, the remaining part of the data request should be answered and a reason should be stated why only part of the data request has been answered.
3. All words used in their singular form shall include the words in their plural form, and all words in their plural form shall include the words in their singular form.
4. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense.
5. If you contend that you are entitled to withhold any information requested herein on a claim of privilege, then for each such item of information:

- a. Identify the character of the information that is claimed to be privileged;
- b. State the date and place of any communication which contained the information;
- c. Identify each person who sent, participated in, overheard, or received the communication or who now has possession, custody, or control of any documents relating thereto;
- d. Describe the subject matter of the privileged information;
- e. State the number of pages of any privileged document;
- f. State the basis upon which you contend that you are entitled to withhold the information.

6. Any objection that you raise should be confined to that portion of the data request for which you claim a privilege or objection and shall not excuse you from answering the remaining part of the data request.

7. If any document requested has been lost or destroyed, state the circumstances of such loss or destruction and identify each person having knowledge of such loss or destruction.

8. For any data request, request for production and request for admission answered, list the name, job title and business address for each individual who prepared and/or assisted with the answer.

### **DEFINITIONS**

1. As used in these data requests, the term "Eschelon" shall refer to Eschelon Telecom of Arizona, Inc., its principals and predecessors in interest, and any person acting on behalf of any of it, including but not limited to its past or present officers, directors, shareholders, agents, representatives, employees, attorneys, accountants, and investigators.

2. As used in these data requests, the term "Qwest" shall refer to Qwest Corporation, its principals and predecessors in interest, including U S WEST Communications, Inc., and the Mountain States Telephone and Telegraph Company, and any person acting on behalf of any of them, including but not limited to their past or present officers, directors, shareholders, agents, representatives, employees, attorneys, accountants, and investigators. As used in these data requests, the term "you" or "your" refers to Qwest, as defined here.

3. The term "data request" or "request" includes an interrogatory, request for admission, and/or request for production of documents, as applicable.

4. The term "document" has the same meaning as in Rule 34(a) of the Arizona Rules of Civil Procedure. It includes the original and all non-identical copies (whether different from the original because of notes made on or attachments to such copies or otherwise) of all "writings" and "recordings" as these terms may be understood under Rule 34 of the Arizona Rules of Civil Procedure. "Document" means all written, printed, typed, punched, taped, filed, or graphic matter, however produced, reproduced or stored, of every kind and description, now or formerly in your actual or constructive possession, custody, trust, care, or control, including but not limited to: correspondence (such as letters, e-mail, faxes, cables, and telegrams); notes; memoranda (including memoranda of conversations, conferences, and telephone conversations); reports, data compilation or analyses; logs and records; photographs, books; charts; graphs; plans; drawings; diagrams; computer printouts; indexes; minutes; transcripts; contracts; agreements; leases; legal pleadings; invoices; billings; statements; accounting books or records; financial data or any kind; journals, ledgers; diaries; tax returns; bylaws; rules; regulations; constitutions; annual reports; programs; certifications; resolutions; any electronic or any other recordings of any kind or nature and any mechanical or electronic sound or records or transcripts thereof; computer files; data faxes; and all copies or facsimiles of documents by whatever means made. The term "document" further includes tapes, disks, and all other computer, electronic, photographic, magnetic, laser, or mechanical means of storing and recording information together with program and program documentation necessary to use or retrieve such information, and printouts of such information.

5. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the requests inclusive rather than exclusive.

6. The word "including" shall be construed to mean without limitation, as well as "including but not limited to".

7. The term "communication" means any oral or written documents, statements, conversations, meetings, speeches, discussions, remarks, questions, answers, telephone calls, letters, memoranda, correspondence, electronic transmissions, or other transmittal of information by writing or by other means.

8. The term "relating to" or "regarding" means constituting, comprising, containing, consisting of, evidencing, setting forth, proposing, showing, disclosing, describing, discussing, explaining, summarizing, concerning, reflecting, authorizing, referring to, or in any way pertinent to that subject matter, either directly or indirectly.

9. The term "identify," or words of similar import:

a. When used in reference to a document, shall mean to describe the document with sufficient specificity to enable it to be requested in a subpoena

duces tecum, including, but not limited to, the type of document, its author (and, if different, its signer or signers), its date, its present or last known location, and its present or last known custodian.

b. When used in reference to a natural person shall require the person's full name, present or last known residence address, present or last known place of employment and business address, and present or last known occupation or job title.

10. The term "person" means any individual, firm, corporation, association, partnership, joint venture, governmental agency, or any other form of entity, together with any officers, director, partners, trustees, employees, representatives, or agent.

11. To "state the basis" for a claim, denial or defense means to provide a reasonably detailed statement of the facts, information and matters which you presently believe support or tend to support that claim, denial or defense. Your summaries should include, where applicable, references to dates, times, persons and documents.

12. The term "Complaint" shall refer to the Complaint filed by Eschelon in this docket.

13. The term "the Act" shall refer to the Telecommunications Act of 1996.

14. The term "state" or "this state," when the context indicates it is referring to one of the 50 states, shall mean the State of Arizona.

15. The term "named customer" refers to the healthcare facility who is the customer at issue in the example in the Complaint filed by Eschelon.

16. The term "CLEC" means competitive local exchange carrier.

17. The acronym "CMP" means "Change Management Process."

18. The acronym "CR" means "Change Request."

19. The acronym "ICA" means interconnection agreement and amendment(s) to interconnection agreement(s).

20. The term "QPP" means Qwest's Qwest Platform Plus product.

21. The term "you" or "your" means Qwest. *See* above definition of "Qwest."

22. The term "type of customer" means and includes Qwest customers by type from the following list of customer types:

(1) A CLEC ordering the product for which an expedite is requested out of a Qwest tariff (including special access private line tariff(s) and excluding products ordered out of an ICA at the ICA's wholesale discount);

(2) A CLEC ordering the product (including all types of unbundled loops, except loops ordered as part of QPP, and including resale when provided at the wholesale discount) for which an expedite is requested out of an ICA (excluding QPP);

(3) A CLEC ordering the product (including QPP) for which an expedite is requested out of a commercial agreement (including QPP, regardless of whether categorized as Section 252 or commercial);

(4) A Qwest retail business customer (including small and large businesses and government) ordering the product for which an expedite is requested out of an ICA);

(5) A Qwest residential customer ordering the product for which an expedite is requested out of an ICA); or

(6) other customer that is not one of the customer types separately listed in this definition (identify type).

23. The term "type of product" means the applicable product(s) from the following list and its subparts:

(1) unbundled network elements/products, including the following product types: (a) UBL; (b) UBL DID (Unbundled digital trunk); (c) UBL DS1 (Unbundled digital trunk facility); (d) UNE-C PL (EEL); (e) UNE-P ISDN BRI; (f) UNE-P DSS Facility; (g) UNE-P DSS Trunk; (h) UNE-P PRI ISDN Facility; (i) UNE-P PRI ISDN Trunk; (j) UNE-P PBX Designed Trunks; (k) UNE-P PBX DID IN-Only Trunks; (l) Port In/Port Within associated with any of the applicable products listed above in this subsection 1; (m) UDIT;

(2) Local Interconnection Services (LIS) products (including LIS trunks);

(3) the following product types (referred to by Qwest in its Expedites and Escalation PCAT as "Resold Designed Products"): (a) Analog PBX DID; (b) Private Line (DS0, DS1, DS3 or above); (c) ISDN PRI T1; (d) ISDN PRI Trunk; (e) ISDN BRI Trunk; (f) Frame Relay Trunk; (g) DESIGNED TRUNKS (Includes designed PBX trunks) Trunk; (h) MDS / MDSI (IIS Only); (i) DPAs (multiple DPAs or FX, FCO) Trunk; (j) Port In/Port Within associated with any of the applicable products listed above in this subsection 4;

(4) resold products to which Qwest applied an ICA wholesale discount (*i.e.*, not a term or volume discount applied pursuant to tariff) that are not included in subsection 3 above;

(5) QPP; or

(6) other product that is not one of the product types separately listed in this definition (identify type).

24. The acronym "UBL" means "unbundled loop."

25. The term "expedite" means providing a due date earlier than the applicable due date interval (per the ICA, Standard Interval Guide, tariff, *etc.*) for that product or service, and it includes "expedites" as defined in Eschelon's ICA, "expedites" as used by Eschelon in its Complaint, and "expedites" as used by Qwest in its Answer and on its website. For products and services requiring an appointment for which Qwest identifies the interval as a minimum time period or next available appointment (such as resold business 1FBs), the term "expedite" also includes providing a due date earlier than both that minimum time period or "next available" appointment (such as when an override is obtained for an appointment in any Qwest appointment scheduling tool to provide an earlier due date than otherwise available).

### **DATA REQUESTS**

#### **ESCHELON DR 1-1:**

- 1-1 On page 2 of Qwest's Answer in this matter, Qwest alleges that "hundreds of CLECs have opted into the 'expedite process' . . ." (*See* Eschelon RFP 1-2 below.) If the agreements, terms, or circumstances upon which Qwest currently provides expedites, or has previously provided expedites to CLECs, are not in writing(s) signed by both parties, please identify the CLEC(s), describe the terms and conditions under which expedites were provided (including charges if any), and state the basis for providing the expedites.

#### **ESCHELON DR 1-2:**

- 1-2 For all CLECs that have an Interconnection Agreement (ICA) with Qwest, identify all CLECs that have not signed an expedite amendment or otherwise opted into the expedite process.

#### **ESCHELON DR 1-3:**

- 1-3 Of the CLECs listed or identified in response to Request Nos. DR 1-1 and RFP 1-2, state how many of these CLECs purchase(d) unbundled loops (that are not ordered as part of QPP) from Qwest on or after the date the CLEC opted into the expedite process; separately state how many of the CLECs listed in Qwest's



response to Request Nos. DR 1-1 and RFP 1-2 order, or have agreements with Qwest to order, Qwest Platform Plus (QPP) on or after the date the CLEC opted into the expedite process; and state how many of the latter (QPP) CLECs do not order unbundled loops from Qwest (that are not ordered as part of QPP).

**ESCHELON DR 1-4:**

1-4 For each expedite provided by Qwest on or after April 28, 2000 for which Qwest either did not separately charge for the expedite or charged for it and then credited the customer, provide the following information:

- (a) date;
- (b) type of customer (and, if Eschelon, indicate it is Eschelon);
- (c) type of product;
- (d) amount of applicable charge;
- (e) describe the type of agreement or tariff requiring expedites (*i.e.*, ICA, tariff, or non-ICA customer contract) for that expedite or, if none, state the basis upon which Qwest granted the expedite;
- (f) whether a charge for the expedite was applied;
- (g) whether a credit for the expedite was applied in whole or part;
- (h) criteria applied and factors considered in determining whether to grant the expedite;
- (i) criteria applied and factors considered in determining whether to either not charge for the expedite or to apply a credit;
- (j) whether the criteria or factors identified in response to subsections (h) and (i) were documented internally at Qwest and, if so, identify such document(s); and
- (k) whether the criteria or factors identified in response to subsections (h) and (i) were documented external to Qwest (e.g., CLEC-facing documentation) and, if so, identify such document(s).

**ESCHELON DR 1-5:**

1-5 For each expedite provided by Qwest on or after April 28, 2000 for which Qwest separately charged for the expedite and did not credit the customer for that charge, provide the following information:

- (a) date;
- (b) type of customer (and, if Eschelon, indicate it is Eschelon);
- (c) type of product;
- (d) amount of applicable charge;
- (e) describe the type of agreement or tariff requiring expedites (*i.e.*, ICA, tariff, or non-ICA customer contract) for that expedite or, if none, state the basis upon which Qwest granted the expedite;
- (f) criteria applied and factors considered in determining whether to grant the expedite;
- (g) whether the criteria or factors identified in response to subsection (f) were documented internally at Qwest and, if so, identify such document(s); and

(h) whether the criteria or factors identified in response to subsection (f) were documented external to Qwest (e.g., CLEC-facing documentation) and, if so, identify such document(s).

**ESCHELON DR 1-6:**

- 1-6 Identify whether any criteria or factors identified in response to subsections (h) and (i) of Eschelon DR 1-4 and subsection (f) of Eschelon DR 1-5 varied based on the customer or type of customer and, if so, describe any and all such differences and state the basis for those differences and, if they varied over time, the applicable time periods.

**ESCHELON DR 1-7:**

- 1-7 Identify whether any criteria or factors identified in response to subsections (h) and (i) of Eschelon DR 1-4 and subsection (f) of Eschelon DR 1-5 varied based on the type of product and, if so, describe any and all such differences and state the basis for those differences and, if they varied over time, the applicable time periods.

**ESCHELON DR 1-8:**

- 1-8 For each of the following three time periods, provide the data listed in the subparts below: (1) April 28, 2000 through July 30, 2004; (2) July 31, 2004 through January 2, 2006; (3) January 3, 2006 through present:

- (a) total number of expedites requested from Qwest by CLECs;
- (b) total number of expedites requested from Qwest by Qwest retail customers;
- (c) total number of expedites granted by Qwest to CLECs;
- (d) total number of expedites granted by Qwest to Qwest retail customers;
- (e) total number of expedites granted by Qwest to a CLEC at no additional charge;
- (f) total number of expedites granted by Qwest to a Qwest retail customer at no additional charge;
- (g) total number of expedites granted by Qwest to a CLEC for which a charge or partial charge was credited; and
- (h) total number of expedites granted by Qwest to a Qwest retail customer for which a charge or partial charge was credited.

**ESCHELON DR 1-9:**

- 1-9 State whether the Qwest process, which is referred to as "Due Dates – Non Design – All states Bus Res" in Qwest Resale Product Database (RPD) (prior to its retirement on 4/29/06), has been modified in any respect since that process was last made available in redacted form to CLECs as part of RPD. If this process has

been modified in any respect, please describe the modifications and the date of each modification; state the basis for the modification; and identify any document (including information in InfoBuddy) describing or summarizing the process.

**ESCHELON DR 1-10:**

- 1-10 Regarding disconnects in error occurring on or after April 28, 2000, state whether there have there been any situations in which Qwest has restored the customer's service before issuing service orders to establish records or before requesting or receiving a service request from the customer of record to expedite the due date and, if so, for each provide the (1) date; (2) type of customer; (3) type of product; and (4) describe the circumstances and state the basis for restoring the customer's service before issuing service orders to establish records or before requesting or receiving a service request from the customer of record to expedite the due date.

**ESCHELON DR 1-11:**

- 1-11 Provide the number of Qwest disconnects in error (including Qwest errors that disconnected its own retail customers' service as well as those that disconnected its CLEC customers or their end users' service) that have occurred by type of customer disconnected in each of the years 2003, 2004, 2005 and 2006. In addition, describe Qwest's process for preventing disconnects in error and heightened protections (if any) used by Qwest to prevent a disconnect in error for medical facilities or other emergency conditions.

**ESCHELON DR 1-12:**

- 1-12 Describe any circumstances, processes, or procedures under which Qwest personnel are either authorized or may obtain authorization to make an exception to any Qwest process or policy regarding expedites and the charges associated with expedites.

**ESCHELON DR 1-13:**

- 1-13 Indicate whether Qwest's charge of \$200 per day expedited is cost-based (and, if so, whether TELRCI) and state the basis on which Qwest asserts that \$200 per day expedited is a "reasonable fee."<sup>1</sup>

**ESCHELON DR 1-14:**

- 1-14 Describe all communications, and identify all documents, from 1997 to the present between Qwest and any CLEC about Qwest's expedite process and Qwest's expedite amendment.

**ESCHELON DR 1-15:**

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<sup>1</sup> Qwest Corporation's Answer to Eschelon's Complaint, page 2, Line 13

- 1-15 Identify all individuals who have participated in any way in CMP or in the development or implementation of processes, policies, ICA terms, charges and documentation on behalf of Qwest regarding expedites (including expedites for wholesale and retail customers) since April of 2000, and describe each person's role.

**ESCHELON DR 1-16:**

- 1-16 Provide a detailed chronology including dates and descriptions of all circumstances, events, communications, and transactions referring or relating to the named customer and the events described in paragraphs 22-41 of the Complaint and identify each person at Qwest involved in any such event or communication and describe each person's role.

**REQUESTS FOR PRODUCTION**

**ESCHELON RFP 1-1:**

- 1-1 Produce all discovery and data requests received by Qwest from the Commission Staff or from any other party or participant in this action and produce all responses provided by Qwest.

**ESCHELON RFP 1-2:**

- 1-2 On page 2 of Qwest's Answer in this matter, Qwest alleges that "hundreds of CLECs have opted into the 'expedite process' . . . ." For each of these "hundreds" of Competitive Local Exchange Carriers (CLECs) and any other CLEC that has signed an expedite amendment, opted into the expedite process, or otherwise receive(s) expedites from Qwest, produce all ICA expedite amendments with Qwest or other agreements with Qwest by which such CLEC(s) have opted into the expedite process or otherwise receive(s) expedites from Qwest.

**ESCHELON RFP 1-3:**

- 1-3 Produce any cost study or support for Qwest's \$200 per day expedited charge.

**ESCHELON RFP 1-4:**

- 1-4 Produce all contracts between Qwest and all customers of any kind (excluding ICAs and QPP agreements) that refer or relate to expedites, with or without charge(s). (Eschelon does not object at least initially to Qwest redacting customer-identifying information and information not related to expedites or any

associated charges or credits for expedites from these contracts, subject to later discovery if needed.)

**ESCHELON RFP 1-5:**

1-5 Produce all documents that Qwest believes it may introduce into evidence and/or use as demonstrative exhibits in this docket.

**ESCHELON RFP 1-6:**

1-6 Produce all documents referring or relating to the named customer and the telecommunications services provided by Eschelon to the named customer and by Qwest to Eschelon with respect to the named customer and associated expedite requests.

**ESCHELON RFP 1-7:**

1-7 Produce all documents referring or relating to Versions 1, 8, 11, 22, 27, and 30 of the Qwest Expedite and Escalations Overview, including the development and implementation of the information and processes in these Versions as well as any inquiries about or objections to the information in these Versions.

**ESCHELON RFP 1-8:**

1-8 Produce all documents concerning or related to the definition of "trouble report" and the instances when it is appropriate to issue a "trouble report" to Qwest.

Submitted this 31<sup>st</sup> day of May, 2006.

ROSHKA DEWULF & PATTEN, PLC

By



Michael W. Patten  
J. Matthew Derstine  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

Copy of the foregoing emailed this 31<sup>st</sup> day of May, 2006 to:

Charles W. Steese  
STEESE & EVANS, P.C.  
6400 South Fiddlers Green Circle, Suite 1820

Denver, Colorado 80111  
[csteese@s-elaw.com](mailto:csteese@s-elaw.com)

Norman G. Curtright  
Qwest Corporate Counsel  
Qwest Corporation  
20 E. Thomas Road, 16<sup>th</sup> Floor  
Phoenix, Arizona 85012  
[norm.curtright@qwest.com](mailto:norm.curtright@qwest.com)

Melissa K. Thompson  
Qwest Services Corporation  
1801 California Street, 10<sup>th</sup> Floor  
Denver, Colorado 80202  
[melissa.thompson@qwest.com](mailto:melissa.thompson@qwest.com)

**EXHIBIT 3**

**Qwest Corporation June 15, 2006 Correspondence  
Regarding Requests for Admission**

# STEESE & EVANS, P.C.

6400 South Fiddlers Green Circle, Suite 1820  
Denver, Colorado 80111  
(720) 200-0676  
Fax: (720) 200-0679  
www.s-elaw.com

Chuck Steese: (720) 200-0677  
csteese@s-elaw.com

June 15, 2006

## Via Email and U.S. Mail

Michael W. Patten  
ROSHKA DEWULF & PATTEN, PLC  
One Arizona Center  
400 E. Van Buren Street  
Suite 800  
Phoenix, Arizona 85004

*Re: In the Matter of the Complaint of Eschelon Telecom v. Qwest Corporation*

Dear Mr. Patten:

Last Thursday, Eschelon submitted a new set of written discovery to Qwest, principally containing requests for admission (RFAs). These requests far exceed the number of RFAs allowed by the Arizona Rules of Civil Procedure. Specifically, Rule 33(b) allows each party to propound 25 requests for admission. Eschelon has served at least 80 RFAs, over three times the presumptive limit. Specifically:

While the requests are numbered 1-27, two of the requests (13 and 14) seek 21 separate admissions. In addition:

- Request No. 3 contains five separate requests for admission;
- Request No. 5 contains three separate requests for admission;
- Request No. 11 contains four separate requests for admission;
- Request No. 17 contains six separate requests for admission;
- Request No. 19 contains two separate requests for admission;
- Request No. 20 contains three separate requests for admission;
- Request No. 22 contains at least five separate requests for admission;
- Request No. 24 contains three separate requests for admission;
- Request No. 25 contains three separate requests for admission;
- Request No. 27 contains at least nine separate requests for admission;

Thus, in total Eschelon has served at least 80 RFAs.



Please identify the 25 requests to which Eschelon would like Qwest to respond. Once that information is provided, Qwest will timely respond. Until that time, Qwest will not respond to any of the requests. To ensure Qwest's interests are not prejudiced, Qwest hereby denies each and every request as an interim measure until Eschelon provides Qwest with a list of the 25 requests. Moreover, Qwest also objects to Interrogatory No. 17 as exceeding the allotted number as well. In reality, it asks 80 separate interrogatories (one for each RFA), in addition to the 16 Eschelon has already propounded. Thus, this also far exceeds the 40 interrogatory limit set by Rule 33.1(a) of the Arizona Rules.

Respectfully,

*Maureen Kehler, pro se, for*

Charles W. Steese

cc: Melissa Thompson, Esq.  
Norm Curtright, Esq.

**EXHIBIT 4**

**Eschelon Email of June 15, 2006  
Regarding Number Requests for Admission**

**From:** Olson, Joan M.

**Sent:** Thursday, June 15, 2006 5:30 PM

**To:** 'csteese@s-law.com'

**Cc:** 'mpatten@rdp-law.com'; 'MScott@azcc.gov'; Clauson, Karen L.; Goldberg, Tobe L.; 'melissa.thompson@qwest.com'; 'norm.curtright@qwest.com'

**Subject:** Eschelon's Response to Mr. Steese's Letter

Mr. Steese:

Karen is out of the office and has asked me to respond. We disagree about the number of questions. In any event, Rule 36 (b) of the Arizona Rules of Civil Procedure, allows the parties to agree to discovery in excess of the number in the rule or for a party to seek leave. Eschelon's request for admissions are narrowly tailored to both statements made by Qwest and written documentation. We believe they are reasonable and ask Qwest to agree to respond to all of them. If Qwest does not agree, please respond to Data Request 1-17 and the first twenty-five (25) Requests for Admissions by the deadline in the order they appear in Eschelon's second set of Discovery. For any discovery request that Qwest chooses not to answer, Eschelon will seek leave from the ALJ.

Joan Olson

Legal Assistant to Karen Clauson

**EXHIBIT 5**

**Qwest Corporation's Objections to Eschelon's Second  
Set of Data Requests and Requests for Admission  
To Qwest Corporation**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**COMMISSIONERS:**

**JEFF HATCH-MILLER – Chairman**  
**WILLIAM A. MUNDELL**  
**MARK SPITZER**  
**MIKE GLEASON**  
**KRISTIN K. MAYES**

**IN THE MATTER OF THE COMPLAINT  
OF ESCHELON TELECOM OF  
ARIZONA, INC. AGAINST QWEST  
CORPORATION**

**DOCKET NO. T-03406A-06-0257**  
**DOCKET NO. T-01051B-06-0257**

**QWEST CORPORATION'S  
OBJECTIONS TO ESCHELON'S  
SECOND SET OF DATA REQUESTS  
AND REQUESTS FOR ADMISSION TO  
QWEST CORPORATION**

Qwest Corporation ("Qwest"), by its attorneys, submits the following Objections to Eschelon Telecom of Arizona Inc.'s ("Eschelon") Second Set of Data Requests and Requests for Admission to Qwest.

**PRELIMINARY STATEMENT**

Qwest's investigation and analysis of the issues in this action are ongoing. Therefore, the individuals, entities or documents identified by Qwest herein are those of which it is aware as of the date of these responses. In the event Qwest discovers or becomes aware of other individuals, entities or documents, after further discovery, investigation and analysis, Qwest reserves the right to supplement these responses and/or objections.

**GENERAL OBJECTIONS**

Qwest incorporates the following objections into each of its specific objections below.

1. Qwest objects generally to these requests for production to the extent they seek information protected by the attorney-client privilege, the attorney work product doctrine, the right to privacy established in Article I, Section 1 of the United States Constitution, or any other applicable privilege or right.

2. Qwest further objects generally to these requests for production to the extent that they are overbroad or seek information not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence, and to the extent that the requests for production are vague and ambiguous or unduly burdensome.

3. Qwest objects to each request for production insofar as it purports to require Qwest to inquire of all of its current and former employees, agents and representatives to determine whether information responsive to the request for production exists on the grounds that such an inquiry would be unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Qwest will therefore limit its inquiry to the appropriate employees currently employed by Qwest that have or have had responsibility for matters to which the request for production relates.

4. Qwest objects because Eschelon has exceeded the scope of allowable discovery provided for under the Arizona Rules of Civil Procedure. Specifically, Rule 33.1 limits a party to 40 interrogatories, and Rule 36(b) limits a party to 25 requests for admission. Qwest's counsel sent a letter to Eschelon explaining these issues, which letter Qwest incorporates by reference. *See Exhibit 1.*

Notwithstanding the foregoing general objections and without prejudice to them, Qwest responds to each individual request for production as follows:

## **OBJECTIONS TO DATA REQUESTS**

### **DR 1-17:**

Qwest objects because Eschelon has exceeded the "presumptive limitation" of 40 interrogatories set by Rule 33.1(a), Ariz. R. Civ. P. Eschelon has propounded 80 Requests for Admission (RFAs); therefore, this constitutes 80 separate interrogatories. Eschelon has also exceeded the presumptive limit of 25 RFAs; as a result, Qwest objected to responding to more than 25 RFAs and asked Eschelon to identify the 25 RFAs it wanted Qwest to respond to. Eschelon selected the first 25 RFAs. As result, Qwest will respond to these 25 interrogatories even though it will take Qwest slightly over the presumptive 40, to 42 separate interrogatories. Qwest reserves the right to propound all appropriate objections to individual interrogatories as it evaluates the information sought in the requests for admission.

## **OBJECTIONS TO REQUESTS FOR ADMISSION**

### **RFA-1-1.**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Paragraph 14(B) of Qwest's Answer must be read in totality to understand the meaning. Thus, Qwest objects and denies the implications of the introductory clauses to this Request for Admission. Qwest will only respond to the following request: "Admit that, in CMP, Eschelon joined Mcleod's Escalation #39 PROS.09.12.05.F.03242. Expedites\_Escalations\_V27."

### **RFA-1-2:**

### **RFA-1-3 [RFA-4, 5, 6, and 7]:**

Qwest objects because RFA1-3 is actually four separate RFAs. Qwest will answer each RFA individually and separately.

### **RFA 1-4 [RFA-8]:**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Paragraph 14(B) of Qwest's Answer must be read in totality to understand the meaning. Thus, Qwest objects and denies the implications of the introductory clauses to this Request for Admission. Qwest will only respond to the following request: "Admit that in CMP Eschelon followed the CMP comments process and submitted comments on November 11, 2005 regarding Qwest's CMP notice PROS.10.19.05.F.0380. ExpeditesEscalationsV30 in which Eschelon said: [quote omitted]."

**RFA 1-5 [RFA-9, 10 and 11]:**

Qwest objects because RFA1-5 is actually three separate RFAs. Qwest will answer each RFA individually and separately.

**RFA 1-6 [RFA-12]:**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Therefore, Qwest objects to this request in totality because it takes materials from Qwest's comments out of context making it impossible to respond effectively to the request for admission.

**RFA 1-7 [RFA-13]:**

Qwest objects to Eschelon's suggestion that it followed the dispute resolution provisions to the governing document of the Commission approved Change Management Process. *See Exhibit G.* The references cited refer to the dispute resolution provisions in the interconnection agreement. These two dispute resolution processes are wholly different and distinct and Eschelon's questions incorrectly suggest that they are synonymous. Therefore, Qwest objects to this request in totality because it takes materials from Qwest's comments out of context making it impossible to respond effectively to the request for admission.

**RFA 1-8 [RFA-14]:**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Paragraph 14(B) of Qwest's Answer must be read in totality to understand the meaning. Thus, Qwest objects and denies the implications of the introductory clauses to this Request for Admission. Qwest also objects to Eschelon's suggestion that it followed the dispute resolution provisions to the governing document of the Commission approved Change Management Process. *See Exhibit G.* The references cited by Eschelon refer to the dispute resolution provisions in the interconnection agreement. These two dispute resolution processes are wholly different and distinct and Eschelon's questions incorrectly suggest that they are synonymous. Given the confusion of the Request as written, it is vague, ambiguous and leaves a completely inaccurate portrayal of the facts. Therefore, Qwest objects to this request in totality because it takes materials from Qwest's comments out of context making it impossible to respond effectively to the request for admission.

**RFA 1-9 [RFA-15]:**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Paragraph 14(B) of Qwest's Answer must



be read in totality to understand the meaning. Thus, Qwest objects and denies the implications of the introductory clauses to this Request for Admission.

**RFA 1-10 [RFA-16]:**

Qwest objects to Eschelon's characterization of Qwest's Answer. Eschelon isolates a few words and takes the document out of context. Paragraph 14(B) of Qwest's Answer must be read in totality to understand the meaning. Thus, Qwest objects and denies the implications of the introductory clauses to this Request for Admission.

**RFA 1-11 [RFA-17, 18, 19 and 20]:**

Qwest objects because RFA1-11 is actually four separate RFAs. Qwest will answer each RFA individually and separately.

**RFA 1-12 [RFA-21]:**

Qwest objects because Eschelon is trying to summarize a 97 page CMP governing document negotiated with the entire industry and approved by the Arizona Commission and FCC. The governing document (*Exhibit G*) discusses the Change Management Process in great detail. Qwest objects because the governing document speaks for itself.

**RFA 1-13 [RFA 22, 23, 24 and 25]:**

Qwest objects because RFA1-13 is actually 21 separate RFAs. Given the number of RFAs previously submitted, Qwest will provide an answer for the first four orders. All remaining RFAs exceed the presumptive limit of 25 RFAs and therefore are inappropriate. Qwest also objects because it has had inadequate time to evaluate each of these orders as it requires pulling information from its systems for evaluation; thus, Qwest is not presently in a position to either admit or deny the request for each of these four orders.

Dated: June 20, 2006

Attorneys for Defendant



Charles W. Steese  
STEESE & EVANS, P.C.  
6400 South Fiddlers Green Circle, Suite 1820  
Denver, Colorado 80111  
Tel: (720) 200-0676  
Fax: (720) 200-0679  
Email: [csteese@s-elaw.com](mailto:csteese@s-elaw.com)

Norman G. Curtright  
Qwest Corporate Counsel  
Qwest Corporation  
20 E. Thomas Rd., 16<sup>th</sup> Floor  
Phoenix, Arizona 85012  
Tel: (602) 630-2187  
Fax: (303) 383-8484  
Email: [norm.curtright@qwest.com](mailto:norm.curtright@qwest.com)

Melissa K. Thompson  
Qwest Services Corporation  
1801 California Street, 10th Floor  
Denver, Colorado 80202  
Voice: 303-383-6728  
Fax: 303-896-3132  
Email: [melissa.thompson@qwest.com](mailto:melissa.thompson@qwest.com)

Attorneys for Qwest Corporation

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that on this 20<sup>th</sup> day of June, 2006, a copy of **QWEST CORPORATION'S OBJECTIONS TO ESCHELON'S SECOND SET OF DATA REQUESTS AND REQUESTS FOR ADMISSION TO QWEST CORPORATION** was served via e-mail with a second copy, which includes attachments, sent by overnight mail on the following:

Maureen Scott, Esq.  
Counsel, Legal Division  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Michael W. Patton  
J. Matthew Derstine  
ROSHKA DEWULF & PATTEN, PLC  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

Karen L. Clauson  
Eschelon  
730 2<sup>nd</sup> Avenue South, Suite 900  
Minneapolis, Minnesota 55402

  
\_\_\_\_\_

**EXHIBIT 6**

**Qwest Corporation's June 22, 2006 email regarding Objections to  
Eschelon's Second Set of Data Requests and  
Requests for Admission To Qwest Corporation**

**From:** Thompson, Melissa [mailto:melissa.thompson@qwest.com]

**Sent:** Thursday, June 22, 2006 10:17 AM

**To:** Clauson, Karen L.; Curtright, Norm; csteese@s-elaw.com

**Cc:** Maureen Rahrle; mscott@cc.state.az.us; Michael W. Patten; rboyles@azcc.gov; Maureen Scott; Olson, Joan M.; Goldberg, Tobe L.

**Subject:** RE: Qwest Objections to Eschelon Second Set of Data Requests and Requests for Admission to Qwest

Karen,

Next week, Qwest will provide supplements to the data requests in set one that include such a notation in Qwest's original responses. To be clear, Qwest will not be providing information in response to data requests to which it objected. For the RFA, as suggested in the email from your assistant, Joan Olson, on June 15th, Qwest is responding to RFA 02-001A - 02-013A(d), subject to objections. These constitute the first 25 RFA submitted by Eschelon to Qwest.

Melissa

**EXHIBIT 7**

**Certification of Karen L. Clauson**

BEFORE THE ARIZONA CORPORATION COMMISSION

**COMMISSIONERS**

JEFF HATCH-MILLER – Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES

IN THE MATTER OF THE COMPLAINT OF  
ESCHELON TELECOM OF ARIZONA, INC.  
AGAINST QWEST CORPORATION

)  
) DOCKET NO. T-03406A-06-0257  
) DOCKET NO. T-01051B-06-0257  
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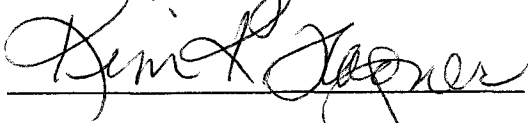
**CERTIFICATION**

Pursuant to Rule 37(a)(2)(C) of the Arizona Rules of Civil Procedure, I, Karen L. Clauson, (moving counsel) certify that, after personal consultation and good faith efforts to do so, have been unable to resolve the matter of Eschelon Telecom of Arizona's Request for Admissions and Data Requests submitted to Qwest Corporation, the factual background of which is detailed in the accompanying motion and verified here.

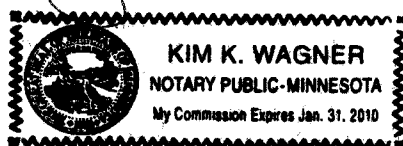


Karen L. Clauson, Esq.  
(admitted Pro Hac Vice)  
Senior Director of Interconnection/Associate  
General Counsel  
ESCHELON  
730 2<sup>nd</sup> Avenue S., Suite 900  
Minneapolis, MN 55402

Subscribed and sworn to before me  
this 23<sup>rd</sup> day of June, 2006.



Notary Public



## **EXHIBIT 8**

### **Matrix of Documented Facts**



## Documented Facts

Eschelon RFA#	Issue	Documentation
	Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon	Answer, Page 9 ¶ 14 Lines 24-25
RFA 1-1	McLeod submitted Escalation #39 PROS.09.12.05.F.03242. Expedites_ Escalations_ V27.	<p>Document 000118</p> <p>McLeod stated: "2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging \$200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process.</p> <p>History of Item:</p> <p>McLeodUSA was not even aware this issue was on table for discussion.</p> <p>Reason for Escalation / Dispute:</p> <p>McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.</p> <p>Business Need and Impact:</p> <p>Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service.</p> <p>Desired CLEC Resolution:</p> <p>McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite."</p> <p><a href="http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_McLeod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc">http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_McLeod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc</a></p>
RFA 1-1	Eschelon joined McLeod's Eschelon #39 PROS.09.12.05.F.03242. Expedites_ Escalations_ V27.	<p>Document 000120:</p> <p>Qwest (Jill Martian) stated: "Qwest does not formally post the escalation participants on the external web, however, we do show that Eschelon did join the escalation"</p>

RFA 1-2	Qwest included CLEC escalation participants, including Eschelon, Covad, Velocity, AT&T, ELI, and VCI, in Qwest's response to Escalation #39 PROS.09.12.05.F.03242. Expedites_Escalations_V27.	Document 000120-121 Qwest Cynthia Harlan Email Dated November 7, 2005 10:45 AM To: lhankins@covad.com; Jim.hickle@velocitytelephone.com; Johnson, Bonnie J [Eschelon]; Van Meter, Sharon K NEO [AT&T]; lynn_kellas@eli.net; amandas@vcicompany.com Subject: Escalation Response posted to web "During the October 19 CMP meeting, the CLEC community request that Qwest update the Escalation process to inform the CLECs that chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Responses at the following url: <a href="http://www.qwest.com/wholesale/cmp/escalations.html">http://www.qwest.com/wholesale/cmp/escalations.html</a> In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting Thank you, Cindy Harlan"
RFA 1-3 (a)	Eschelon requested a CMP ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30	Document 000117 Eschelon (Kimberly Isaacs) email dated 10/21/05 Eschelon stated: "Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice PROS.10.19.05.F.03380.EpeditiesEscalationsV30." Document 001668-001669 Qwest Notice: CMPR.10.25.05.F.03414.Ad_Hoc_Meeting_11-1-05 Subject: CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30 <a href="http://www.qwest.com/wholesale/cnla/uploads/CMPR%2E10%2E25%2E05%2E05%2E03414%2EAd%5FHoc%5FMeeting%5F11%2D1%2D05%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/CMPR%2E10%2E25%2E05%2E05%2E03414%2EAd%5FHoc%5FMeeting%5F11%2D1%2D05%2Edoc</a>
RFA 1-3 (b)	Qwest scheduled an ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30	
RFA 1-4	Eschelon followed the CMP comment	Documents 000124 - 000126

	process and submitted comments on November 11, 2005 regarding Qwest's CMP notice PROS.10.19.05.F.03380.ExpeditesEscalatio nsV30	<a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a>
RFA 1-5 (a)	Multiple CLECs submitted CMP comments regarding PROS.10.19.05.F.03380. Expedites Escalations V30.	Document 000122-000128 <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a>
RFA 1-5 (b)	Three of five CLECs (including Eschelon) providing comments on notice PROS.10.19.05.F.03380. Expedites Escalations V30; in CMP referred to discrimination and/or a competitive disadvantage.	Document 000122-000128 Eschelon stated: "The change Qwest is proposing is discriminatory to CLECs and their customers" McLeod stated: "Qwest's removal of the 2w/4w analog loop exception from the Expedites Requiring Approval process places CLECs at a competitive disadvantage" PriorityOne Telecommunications, Inc stated. "PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers" <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a>
RFA 1-5 (c)	Integra said in its comments that "Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of	Document 000122-000128 <a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a>

	products in the "Pre-Approved Expedites" list. When the UBL DSO was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use."	
RFA 1-6	Qwest provided a binding response in CMP by email on November 7, 2005 (dated November 4, 2005) to the McLeod escalation	Document 000129 Qwest stated: "This letter is Qwest's binding response to your October 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites Escalations_V27, which changed the expedite process to include 2w/4w analog loops." <a href="http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc">http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc</a>
RFA 1-6	In Qwest's binding response in CM binding response email on November 7, 2005 to the McLeod escalation, Qwest stated: "rates associated with an Interconnection Agreement are outside the scope of the CMP process."	Document 000129 <a href="http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc">http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation_39_McLeodUSA.doc</a>
RFA 1-7	Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated March 21, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department) stated: "If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to as the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA:	Document 000130 Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department) stated: "If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to as the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA:
RFA 1-8 RFA 1-9 RFA 1-10	Eschelon challenged the expedite provision using the CMP dispute resolution process	Document 000120 Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites Escalations_V27 – Denied by

		<p>Qwest 11/4/05: Qwest (Jill Martian) response: "Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation"</p> <p>Document 000124-000126</p> <p>In Eschelon's comments on notice PROS.10.19.05.F.03380.Expedites EscalationsV30 submitted on November 11,2005, Eschelon stated:</p> <p>"Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.Expedites EscalationsV30."</p> <p><a href="http://www.qwest.com/wholesale/downloads/2005/051118/PROS.1.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc">http://www.qwest.com/wholesale/downloads/2005/051118/PROS.1.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc</a></p>
RFA 1-11	<p>The CMP notifications for Versions 11, 22, 27, and 30 of the Expedites and Escalations Overview PCAT were "process" notifications and none of these Versions were noticed as "system" changes.</p>	<p>Document Nos.000066, 000078, 000090, 000105</p> <p>PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11</p> <p><a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EEExpeditesV11%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EEExpeditesV11%2Edoc</a></p> <p>PROS.06.01.05.F.02971.Final_Expedites_Escal_V22</p> <p><a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E01%2E05%2EF%2E02971%2EFinal%5FExpedites%5FEscal%5FV22%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E01%2E05%2EF%2E02971%2EFinal%5FExpedites%5FEscal%5FV22%2Edoc</a></p> <p>PROS.09.12.05.F.03242.Expedites_Escalations_V27</p> <p><a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E12%2E05%2EF%2E03242%2EEExpedites%5FEscalations%5FV27%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E12%2E05%2EF%2E03242%2EEExpedites%5FEscalations%5FV27%2Edoc</a></p> <p>PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30</p> <p><a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E11%2E18%2E05%2EF%2E03492%2EFNL%5FExp%2DEscalationsV30%2Edoc">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E11%2E18%2E05%2EF%2E03492%2EFNL%5FExp%2DEscalationsV30%2Edoc</a></p>

RFA 1-12	<p>For product and process changes in CMP, while votes may be taken as to certain CMP procedural issues in the course of considering the change, no vote is taken in CMP as to whether a particular product or process change requested by a CLEC or Qwest should be granted or denied.</p>	<p>Document Nos. 000159-000287</p> <p>The CLEC Originated Product/Process Change Request Process states: "Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:</p> <ul style="list-style-type: none"> <li>• "Accepted" (Qwest will implement the CLEC request) with position stated, or</li> <li>• "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:</li> </ul> <p>Technologically not feasible—a technical solution is not available</p> <p>Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)</p> <p>Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information</p> <p>Economically not feasible—low demand, cost prohibitive to implement the request, or both</p> <p>The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement</p> <p>Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. SCRP may be invoked if a CR was denied due to Economically not feasible.</p> <p><b>Qwest Originated Product/Process Changes</b></p> <p>The following defines five levels of Qwest originated</p>
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		<p>product/process changes and the process by which Qwest will originate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.</p> <p><a href="http://www.qwest.com/wholesale/downloads/2006/060130/Toc220">http://www.qwest.com/wholesale/downloads/2006/060130/ Toc220</a> 21536</p>
RFA 1-16	<p>Eschelon told Qwest in writing that it will pay charges for expedites pursuant to the ICA without amendment, including hourly and dispatch charges, in addition for the installation charge for the order requesting the expedite.</p>	<p>Document 000137-000139</p> <p>Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), indicated in the subject line that the letter was regarding: “Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC) stated: “Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service.”</p>
RFA 1-17 (b)	<p>When an unbundled loop is installed and then an expedited order is needed several months later (e.g., to correct a later</p>	<p>Document 00167-001675</p> <p>Qwest expedite amendment, Exhibit A (\$200 per day expedited rate) &amp; Qwest SGAT, Exhibit A, Section 9.2.5.1.1 (\$87.93 rate &amp;</p>

	disconnect in error of that loop) Qwest charges the Commission approved non-recurring charge (NRC) for the later installation of the unbundled loop ( <i>e.g.</i> , \$87.93 for DS1 capable loop without testing in Arizona) to restore service ( <i>e.g.</i> , to correct the later disconnect in error of that loop), even if the facilities remain in place and no premise dispatch is required.	footnote A. In Footnote A of Exhibit A to the SGAT, Qwest recognizes that the rate is Commission approved.
RFA 1-17 (c)	Qwest charges the rate in its expedite amendment ( <i>e.g.</i> , \$200 per day expedited, which is \$1,000 for a 5-day expedite) if the CLEC has signed the expedite amendment.	The Qwest Expedites for Design Services Exhibit A states: “Expedite for Design Services - Per Order Per Day Event - Non-Recurring \$200.00 <a href="http://www.qwest.com/wholesale/downloads/2005/050707/QPP-Expedite-for-Design-Services-Exhibit-A-6-29-05.xls">http://www.qwest.com/wholesale/downloads/2005/050707/QPP-Expedite-for-Design-Services-Exhibit-A-6-29-05.xls</a> ”
RFA 1-18	The Arizona Corporation Commission authorized Eschelon to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.	Document 000373
RFA 1-19 (b)	A mutually agreed upon process for expedites requiring approval was in place, including for unbundled loops, before Qwest documented it on its website through CMP Qwest issued an expedites and escalations product notification (Version 1) when documenting the process on its website in which Qwest said that “these updates	Document 000022-000025  Qwest Notice: PROD.09.20.01.F.00087.F.BFR SR. POA LOA. Expedites stated: “The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL: <a href="http://www.qwest.com/wholesale/clecs/excover.html">http://www.qwest.com/wholesale/clecs/excover.html</a> . All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <a href="http://www.qwest.com/about/policy/sgats/">http://www.qwest.com/about/policy/sgats/</a> ”  <a href="http://www.qwest.com/wholesale/enla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc">http://www.qwest.com/wholesale/enla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc</a>



	reflect current practice."		
RFA 1-20 (a)	May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used."	Document 0000006 <a href="http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm">http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm</a>	
RFA 1-20 (b)	July 15, 2004, Qwest told CLECs that: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested. This comment is accepted.";	Document 0000006 <a href="http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc">http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc</a>	
RFA 1-20 (c)	June 29, 2004, Qwest told CLECs that: "Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-	Document 0000006 – 0000007 Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments. <a href="http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E0">http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E0</a>	

	Approved and Expedites Requiring Approval.”	<a href="#">4%2EF%2E01792%2EEexpeditesV11%2Edoc</a>
RFA 1-21	After Qwest issued Version 30 of the Expedites and Escalations Overview PCAT, the Requiring Approval process remained in place at Qwest, but Qwest removed certain products (including unbundled loops) from the list of products to which Qwest said the Expedites Requiring Approval process applied.	<p>Document. 000107-000115</p> <p>The Qwest Expedites and Escalations Overview V30.0 stated:</p> <p>“Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the “Pre-Approved Expedites” section below, your ICA must contain language supporting expedited requests with a “per day” expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the “Expedites Requiring Approval” section below.”</p> <p><a href="http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscV30.doc">http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscV30.doc</a></p>
RFA 1-22 (a)	Qwest describes its expedites and escalations “local business procedures” in the Qwest “Expedites and Escalations Overview – V40.0,” which is available on the web	<p>Document 001645 - 001654</p> <p><a href="http://www.qwest.com/wholesale/clecs/exesclover.html">http://www.qwest.com/wholesale/clecs/exesclover.html</a>;</p>
RFA 1-22 (b)	Requesting an expedite “follows one of two processes”	<p>Document 001645</p> <p>The Qwest Expedites and Escalations Overview – V40.0 states:</p> <p>“Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the “Pre-Approved Expedites” section below, your ICA must contain language supporting expedited requests with a “per day” expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the “Expedites Requiring Approval” section below.”</p> <p><a href="http://www.qwest.com/wholesale/clecs/exesclover.html">http://www.qwest.com/wholesale/clecs/exesclover.html</a>;</p>
RFA 1-22 (c)	One of the processes for requesting an expedite is the Expedites Requiring	<p>Document 001645</p> <p>The Qwest Expedites and Escalations Overview – V40.0 states: “For</p>

	Approval" process and the Expedites Requiring Approval process still exists	products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies." <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a> ;
RFA 1-22 (d)	Expedite charges are not applicable with the Expedites Requiring Approval process."	Document 001645 The Qwest Expedites and Escalations Overview – V40.0 states: "Expedite charges are not applicable with the Expedites Requiring Approval process" <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a> ;
RFA 1-22 (e)	<p>Following is a list of conditions where an expedite is granted" under the "Expedites Requiring Approval" process:</p> <ul style="list-style-type: none"> <li>"Fire</li> <li>Flood</li> <li>Medical emergency</li> <li>National emergency</li> <li>Conditions where your end-user is completely out of service (primary line)</li> <li>Disconnect in error by Qwest</li> <li>Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date</li> <li>Delayed orders with a future RFS date that meet any of the above</li> </ul>	Document. 001646 <a href="http://www.qwest.com/wholesale/clecs/exescover.html">http://www.qwest.com/wholesale/clecs/exescover.html</a> ;

	described conditions National Security Business Classes of Service unable to dial 911 due to previous order activity Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected"	
RFA 1-23 RFA 1-24	In Qwest Expedites Requiring Approval process There are two options to request an expedite on a Local Service Request (LSR)	Document 001646 The Qwest Expedites and Escalations Overview – V40.0 states: To request an expedite on a Local Service Request (LSR) you can either: <ul style="list-style-type: none"> <li>• Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.</li> <li>• Submit the request with a due date interval from our <u>SIG</u> or your ICA and then call the Qwest Call Center.</li> </ul> In both scenarios, a call to the Qwest Call Center is required on 1-866-434-2555 to process the expedited request.  <a href="http://www.qwest.com/wholesale/clecs/exesclover.html">http://www.qwest.com/wholesale/clecs/exesclover.html</a> ; Document. 001646 & 001653-001654 The Qwest Expedites and Escalations Overview – V40.0 states: Expedites and Escalations
RFA 1-25	The Qwest Call Center and its telephone number of 1-866-434-2555 used to request an expedite under the Qwest Expedites Requiring Approval	

## **EXHIBIT 9**

### **Document Numbers cited in Exhibit 8 Matrix of Documented Facts**

Escalation  
Company: McLeodUSA  
CR#: PROS.09.12.05.F.03242.Expedites\_Escalations\_V27  
Status Code: Completed

=====

Description:  
2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging \$200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process.

History of Item:  
McLeodUSA was not even aware this issue was on table for discussion.

Reason for Escalation / Dispute:  
McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.

Business Need and Impact:  
Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service.

Desired CLEC Resolution:  
McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite.

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Lead Submitter:  
Name: James LeBlanc  
Title: Vendor Manager  
Phone Number: 918-419-3496  
E-mail Address: james.leblanc@mcleodusa.com

Joint Submitters:

Date/Time Submitted: Thu Oct 27 2005 13:40:13 GMT-0500 (Central Daylight Time)

**From:** Isaacs, Kimberly D.  
**Sent:** Tuesday, March 28, 2006 8:58 AM  
**To:** 'Martain, Jill'  
**Subject:** Escalation #39 PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

Hi Jill,  
I am fairly certain that Eschelon joined this escalation but I do not see a list of CLECs that joined the escalation posted on the Qwest website. Where can I find the list of CLECs that joined an escalation? Also, can you confirm that Eschelon joined Escalation #39? Thanks.

*Kim Isaacs  
Eschelon Telecom, Inc.  
ILEC Relations Process Specialist  
Ph: 612-436-6038  
Fax: 612-436-6138  
Email: kdisaacs@eschelon.com*

**From:** Martain, Jill [mailto:Jill.Martain@qwest.com]  
**Sent:** Tuesday, March 28, 2006 11:20 AM  
**To:** Isaacs, Kimberly D.  
**Subject:** FW: Escalation Response posted to web

Hi Kim,

Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation. Per our discussions at CMP, and the subsequent change to the CMP document, we did include the escalation participants in our response. Following is a copy of the email that was sent. If you have additional questions, please let me know.

Regards,  
Jill Martain  
Qwest

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**From:** Harlan, Cynthia  
**Sent:** Tuesday, March 28, 2006 9:11 AM  
**To:** Martain, Jill  
**Cc:** Lorence, Susan  
**Subject:** FW: Escalation Response posted to web

Fyi - email to all participants

*Cindy Harlan  
Wholesale Change Management  
Qwest  
303-382-5765*

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**From:** Harlan, Cynthia  
**Sent:** Monday, November 07, 2005 10:45 AM  
**To:** 'lhankins@covad.com'; 'Jim.hickle@velocitytelephone.com'; 'Johnson, Bonnie J.'; 'Van Meter, Sharon K, NEO'; 'lynn\_kellas@eli.net'; 'amandas@vcicompany.com'  
**Cc:** Harlan, Cynthia; 'Leblanc, James B.'  
**Subject:** Escalation Response posted to web

During the October 19 CMP meeting, the CLEC community requested that Qwest update the Escalation process to inform the CLECs that have chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Response at the following url:

<http://www.qwest.com/wholesale/cmp/escalations.html>

In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting.

Thank you,  
Cindy Harlan

*Cindy Harlan*  
*Wholesale Change Management*  
*Qwest*  
303-382-5765



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**From:** Isaacs, Kimberly D.  
**Sent:** Friday, October 21, 2005 9:12 AM  
**To:** 'QWEST CMP MANAGER (E-mail)'  
**Cc:** Johnson, Bonnie J.  
**Subject:** Ad-Hoc Call Requested FW: Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06  
**Importance:** High

Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30. Before Eschelon can determine the impact of this change, Eschelon needs further information from Qwest. Specifically, Eschelon would like to discuss, why Qwest believes this change is needed and what is the difference between the existing expedite process and the expedite process Qwest has proposed in notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30? Thank you.

*Kim Isaacs  
Eschelon Telecom, Inc.  
ILEC Relations Process Specialist  
Ph: 612-436-6038  
Fax: 612-436-6138  
Email: kdisaacs@eschelon.com*

-----Original Message-----

**From:** mailouts2@qwest.com [mailto:mailouts2@qwest.com]  
**Sent:** Wednesday, October 19, 2005 3:23 AM  
**To:** Isaacs, Kimberly D.  
**Subject:** Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06



**Announcement Date:** October 25, 2005  
**Effective Date:** October 25, 2005  
**Document Number:** CMPR.10.25.05.F.03414.Ad\_Hoc\_Meeting\_11-1-05  
**Notification Category:** Change Management Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30

Pursuant to Section 3.0 of the Qwest Wholesale Change Management Process Document, <http://www.qwest.com/wholesale/cmp/whatiscmp.html>, the purpose of this notification is to alert the CMP community that Qwest will hold an ad hoc meeting to address the following issue.

Eschelon has requested that Qwest discuss the differences between the existing process and the proposed change as noticed on PROS.19.05.F.03380.ExpeditesEscalations V30.

This meeting was previously scheduled for Friday, October 28, 2005. It has now been rescheduled Tuesday, November 1, 2005. See below.

Logistics for the Ad Hoc meeting:

- **Date:** Tuesday, November 1, 2005
- **Time:** 8:00 – 9:00 a.m. MT
- **Conference Bridge Information:** Number: 1-877-552-8688, Passcode: 7146042#

**Primary contact information:** Cindy Harlan at [Cynthia.harlan@qwest.com](mailto:Cynthia.harlan@qwest.com) 303-382-5765

Sincerely

Qwest Corporation

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification

announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

## Qwest Response to Document In Review

**Response Date:** November 18, 2005  
**Document:** Process: Expedites and Escalations V30  
**Original Notification Date:** October 19, 2005  
**Notification Number:** PROS.10.19.05.F.03380.ExpeditesEscalationsV30  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Expedites and Escalations V30. CLECs were invited to provide comments to these proposed changes during a Document Review period from October 20, 2005 through November 3, 2005. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

### Resources:

Customer Notice Archive <http://www.qwest.com/wholesale/cnla/>  
Document Review Site <http://www.qwest.com/wholesale/cmp/review.html>

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com).

## Qwest Response to Product/Process Expedites and Escalations V30 Comments

As a course of doing documentation updates, it is not unusual for multiple changes to be in process at any given time. These changes may or may not ultimately be implemented. Therefore, CMP standard practice is to base the proposed changes on the current production Version, not a Version that is in process. It appears that this practice led to the submittal of comments by the CLECs during the V30 comment cycle that actually addressed changes made in V27 of this document.

The picture below provides a timeline of the changes that have been made to this document. Version 27 of the document included the change to make 2w/4w analog loops eligible for expedite payments. That change was not commented on (other than a clarifying question on the rate) during the comment cycle and became effective on 10/27/05. Because Version 28 had already become effective, Version 31 was issued -- and merged the Version 27 changes with the Version 28 changes.

Meanwhile Version 30, which added language requiring an amendment to address expedites, had been created. Because Version 30 was created before Version 27 had taken effect, it did not include the Version 27 language per CMP practice. The Version 30 changes will be incorporated into the version that is in production on 1/3/06.

Several of the comments received on the Version 30 document actually address changes that were made in Version 27. Qwest will not respond to the comments which address Version 27 changes but will respond to comments related to the Version 30 amendment language.

7/25 8/1 8/8 8/15 8/22 8/29 9/5 9/12 9/19 9/26 10/3 10/10 10/17 10/24 10/31 11/7 11/14 11/21 11/28 12/5 12/12 12/19 12/26 1/2  
 7/18/2005 1/6/2006

V27 (based on prod V26)  
 Identifies 2w/4w analog loops as  
 eligible for expedite charges  
 Posted for Review 09/12/05,  
 Comments Rec'd,  
 Effective 10/27/05

V28 (based on  
 production V28)  
 Posted for Review  
 09/23/05  
 Effective 10/14/05

V29 (based on  
 prod V28)  
 Noticed 10/17  
 Retracted 10/18

V30 (based on Production V28)  
 Included requirement for contract  
 amendment  
 Posted for Review 10/19/2005  
 Effective 01/03/06

If no add'l changes filed, v31 remains  
 in effect until v30's effective date.

#	Page/Section	CLEC Comment	Qwest Response
1		<p>McCloud 10/26/05 Comment: Qwest announced it will begin charging expedite fee for 2w/4w loops on Oct. 27th. Qwest just posted a Expedites and Escalations V30 which still has the 2w/4w analog loop exception included. I looked at the previous version (V29) and the exception was also present in that version. Qwest has given until November 3rd to comment on the V30 so I don't see how (1) Qwest can begin charging tomorrow (Oct. 27th) when the review isn't complete and (2) Qwest can even claim that 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process when it doesn't appear that Qwest has addressed this issue in prior reviews</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p>
2		<p>McCloud 11/1/05 Comment:</p>	<p>There is no condition being removed in the Version 30 change. The change referenced in this comment was included in Version 27</p>

Qwest Response to Product/Process: \_\_\_\_\_ Comments

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		<p>Can you please clarify which condition is being removed where an expedite is granted? Also, I see under the "Pre-Approved Expedites" section that the first product listed is "UBL all except 2W/4W analog".</p> <p>Does this mean that we are going to have this as an exception starting with V30 going forward? I don't see this listed in the history log as something that is being added back into the document as an exception. Please advise. Thank you.</p>	<p>which is already in effect.</p> <p>V30 is changing the process to require expedite language in the customers Interconnection Agreement (ICA) when an expedite is requested for products that follow the designed services flow. Products that follow the designed services flow will not be part of the Expedite Requiring Approval process except in the state of Washington.</p>
3		<p><i>Eschelon</i> 11-3-05 Comment: In Qwest's response to Covad's CR PC021904-1, Qwest said: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used." The current "expedite requiring approval process" allows a CLEC to request an expedite, at no charge, when the customer's needs met certain criteria. Eschelon relied upon Qwest's response and based its decision to comment, or not comment, on that response. Qwest is now failing to keep the commitments it made to CLECs in CMP, and in its response to Covad, by now changing its position on expedites and unilaterally imposing charges via a process change in CMP. Qwest's proposed change to remove the existing approval required expedite process for designed products will negatively impact Eschelon and its</p>	<p>In regards to Eschelon's comments regarding Qwest's commitments with PC021904-1, discrimination allegations and timing of process notifications, Qwest submits the following response:</p> <p>Qwest did meet its commitment to PC021904-1. As with all processes that exist, they do change over time. Qwest utilized the appropriate CMP notification processes to notify CLECs of the pending changes. In fact, with this particular PCAT, process changes have been implemented since PC021904-1 was closed. For example, Qwest changed the process when it bills expedite charges in the following situations: billing per ASR/LSR instead of per service order, bill expedite charges on delayed orders only when additional costs are incurred, and finally, changed the pre-approved expedite process to include port in/port within.</p> <p>Qwest does not sell Unbundled Loops to its end user customers so it is not appropriate to make a comparison to retail in this situation. Qwest is selling a pipe, not a switched POTS service. The DS0 UBL product can be used for services other than a POTS type service and Qwest does not know what service the CLEC is providing its end user with the DS0 pipe. Therefore, Qwest's position is that there is not the parity component that is being raised with this comment.</p>

	<p>customers. Qwest said its basis for this change is "parity" and that Qwest retail charges for all expedites for "designed" services. However, this claim of "parity" is misleading as Qwest's new process now treats CLEC POTS customers differently than Qwest POTS customers. Qwest defines parity based on whether a service is "designed." Qwest has chosen to apply the "design" process to DS0 UBLs, but not to its own POTS customers. The result is that though from the customer perspective the service is the same, Qwest now proposes to treat them differently for the expedite process. The change Qwest is proposing is discriminatory to CLECs and their customers. A CLEC DS0 UBL and a Qwest retail 1FB functionally are the same service. A DS0 loop is merely a POTS line that Qwest choose to provision using a design flow process. For example, a customer could request an expedite using the approval required process when ordering service from Qwest (e.g. a 1FB), and would not have to pay additional charges for the expedite. However, if the customer orders service from a CLEC via a DS0 loop and the customer requests an expedite from the CLEC, the CLEC and the customer would have to pay an additional charge for the same basic service.</p> <p>Eschelon objects to Qwest's proposed changes to the current approval required</p>	<p>Finally, Qwest did choose to implement the changes on different process notices. This was done to allow the CLEC community ample time to get the expedite amendments through the implementation process, which is longer than the CMP Level 3 notification requirements. For each of the process changes that were made on this process since PC021904-1 completed, Qwest stated clearly in the notification the process change that was being made in each of the notifications.</p>
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		<p>expedite process because it is discriminatory to CLECs and CLEC customers. In addition, because Eschelon relied upon Qwest's comments to Covad's CR, Eschelon also objects to Qwest's addition of UBL DSO products to the pre-approved list of products. Qwest chose to make the change to the approval required expedite process after it added DSO loops to the product list for pre-approved products. The result is that CLECs were unable to effectively comment on a change that now, coupled with Qwest's further change, significantly impacts a CLEC's business.</p>	
4		<p><i>McCloud</i> 11-3-05 Comment: Qwest's removal of the 2w4w analog loop exception from the Expedites Requiring Approval process places CLECs at a competitive disadvantage because it forces expedite charges upon the end user consumer only when that end user consumer is purchasing from a facilities based CLEC. These expedite charges are not applicable if the end user consumer is purchasing from Qwest or a non-facilities based provider.</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p>
5		<p><i>PriorityOne</i> 11-3-05 Comment: PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers. Adding UBL DSO to the list of products is</p>	<p>The change referenced in this comment was included in Version 27 which is already in effect.</p> <p>Qwest has noted PriorityOne's objection to the process change associated with V30. The process change associated with V30 is being made to create consistencies across Qwest's entire customer base for products that follow the Designed Services flow.</p>



		<p>not "parity" as the customer's perception is that they are requesting a "line". The end user does not know whether the line is POTs or UBL DSO. They just know that it's a line.</p> <p>Also, PriorityOne objects to Qwest's proposed change to remove the existing approval required expedite process for designed products and note that it will negatively impact PriorityOne and its customers.</p>	
6		<p><i>Covad</i> 11-3-05 Comment: Regarding Qwest's proposed change to remove the existing approval required expedite process for designed products, Covad requests clarification regarding availability of expedited services in the state of Washington, where, currently, Qwest does not offer an expedited services amendment. Covad requests that Qwest reiterate that the Expedites Requiring Approval products will still be available in the State of Washington.</p>	<p>Qwest has reiterated that the Expedites Requiring Approval process will still be available in the state of WA in the V30 redline document. Qwest currently has the following two statements addressing the state of Washington:</p> <p><i>The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).</i></p> <p><i>The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.</i></p>
7		<p><i>Integra</i> 11-3-05 Comment: Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring</p>	<p>Integra was not advised that by signing the amendment it would change the Expedites Requiring Approval Process for a couple of reasons:</p> <p>1) When an expedite amendment is signed, the CLEC is automatically included in the pre-approved process and the Expedite Requiring Approval process is not applicable any longer for the products identified in the Pre-Approved Expedite section of the PCAT. This was clarified and documented with PC021904-1. In the meeting minutes for the ad-hoc meeting held on July 9, 2004, Qwest</p>

	<p>Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use.</p>	<p>clarified that when a CLEC amends their contract there are no reasons any longer and that if Qwest expedites a request, expedite charges apply.</p> <p>2) The PCAT that was revised with PC021904-01 states the following:</p> <p><i>Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.</i></p> <p>For the change that is being implemented with V30, there is no change to the CLECs that already have an expedite amendment in place.</p>
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Escalation #39 Regarding PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

November 4, 2005

James LeBlanc  
McLeodUSA

Subject: McLeodUSA Escalation on  
PROS.09.12.05.F.03242.Expedites\_Escalations\_V27

This letter is Qwest's binding response to your October 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites\_Escalations\_V27, which changed the expedite process to include 2w/4w analog loops.

Qwest has reviewed the formal escalation and maintains its position to include 2w/4w analog loops in the expedite process.

We researched McLeod's comments regarding not being aware that the issue was on the table for discussion. Qwest sent notification PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 to the CLEC community on September 12, 2005. With that notification, Qwest also included a summary of the changes that were planned to occur and also made available a red-lined copy of the updated PCAT.

As part of the notification, Qwest provided the following summary:

Qwest is changing its Expedite process to include all loop types in order to create consistencies across the product line. 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Additionally, Qwest is also including requests for Port In/Port Within that are associated with one of applicable designed services that are already included in the Pre-Approved Expedite Process. Customers who currently have an expedite amendment will automatically be included in this change.

CLEC customers were encouraged to review the proposed changes and provide comment at any time during the 15-day comment review period, which ended at 5:00 PM, MT September 27, 2005. Qwest only received one comment associated with this change, questioning what the rate would be and Qwest responded to those comments on October 12, 2005, (Pros.10.12.05.f.03344.final\_exp\_esci\_v27), pointing customers to the negotiations template.

In response to McLeod's concern around the costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process.

Qwest maintains its position that 2w/4w analog loops be included in the pre-approved expedite process to create consistencies across the UBL product line as well as other products that follow the designed services flow.

Loretta Huff  
Qwest Wholesale  
Director Program/Project Mgmt

Deleted:



March 21, 2006  
*By Overnight Express delivery*

Kenneth Beck  
Regional Vice President  
Qwest Communications, Inc.  
1801 California St, Floor 24  
Denver, CO 80202

Qwest Communications, Inc.  
Director—Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

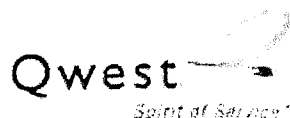
Qwest Communications, Inc.  
General Counsel, Law Department  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the  
Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206  
(#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587;  
PON # AZ657718T1FAC)

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Eschelon asks Qwest to work with Eschelon to resolve the dispute described below both for this particular occurrence and on a going forward basis for the term of the interconnection agreements ("ICAs") between the parties. This issue needs to be addressed promptly, before another such situation arises. Enclosed is a document, which is incorporated by reference, quoting Arizona ICA provisions relating to this dispute and citing similar provisions in Colorado, Minnesota, Oregon, Utah and Washington. If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to ask the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA, as well as submit the dispute to the other state commissions pursuant to the dispute resolution provisions of the ICAs in our other states.

Last week, in violation of the ICA, Qwest refused Eschelon's requests for both a repair and an expedite to restore service to an Arizona Eschelon End User Customer who was unexpectedly out of service, without dial tone. As a result of Qwest's violation of the ICA, the End User Customer was out of service for a delayed period of time -- from Thursday of last week until Monday of this week. (The outage would have continued



June 29, 2004

Kim Isaacs  
Eschelon Telecom Inc.  
730 2nd Avenue South - Suite 900  
Minneapolis, MN 55402  
kdisaacs@eschelon.com

TO: Kim Isaacs

<b>Announcement Date:</b>	June 29, 2004
<b>Proposed Effective Date:</b>	July 31, 2004
<b>Document Number:</b>	PROS.06.29.04.F.01840.ReissueExpeditesV11
<b>Notification Category:</b>	Process Notification
<b>Target Audience:</b>	CLECs, Resellers
<b>Subject:</b>	CMP - Expedites & Escalations Overview V11 Reissue
<b>Level of Change:</b>	Level 3
<b>Associated CR Number or System</b>	Not Applicable
<b>Release Number:</b>	

**Summary of Change:**

On June 29, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>

Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval. This change was previously noticed on June 15, 2004 and then retracted on June 29, 2004. The reissuance of this PCAT update includes a change associated with state applicability to exclude Washington.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

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**Announcement Date:** May 09, 2005  
**Proposed Effective Date:** June 23, 2005  
**Document Number:** PROS.05.09.05.F.02892.Expedites\_Escalations\_V22  
**Notification Category:** Process Notification  
**Target Audience:** CLECs, Resellers  
**Subject:** CMP - Expedites and Escalations Overview V22  
**Level of Change:** Level 3  
**Associated CR Number or System Release Number:** CLEC CR # PC021904-1

**Summary of Change:**

On May 9, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations Overview V22. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is updating the Expedites Requiring Approval section to modify/change the existing manual process by adding three additional Expedite reasons. Qwest is limiting these changes to Business Classes of Service due to the short due date intervals that already exist for Residential Classes of Service and also due to the discussion with CR PC021904-1 around business customers that are usually being impacted. Also, language is being added related to providing the service order number that caused the expedite condition.

Further information about this Change Request is available on the Wholesale Web site at URL <http://www.qwest.com/wholesale/cmp/changerequest.html>.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exescover.html>

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

## Qwest Response to Document In Review

**Response Date:** October 12, 2005  
**Document:** Process Notification  
**Original Notification Date:** September 12, 2005  
**Notification Number:** PROS.09.12.05.F.03242.Expedites\_Escalations\_V27  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Expedites and Escalations V27. CLECs were invited to provide comments to these proposed changes during a Document Review period from September 13, 2005 through September 27, 2005. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

### Resources:

Customer Notice Archive <http://www.qwest.com/wholesale/cnla/>  
Document Review Site <http://www.qwest.com/wholesale/cmp/review.html>

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com).

## Qwest Response to Product/Process Expedites and Escalations V27 Comments

#	Page/Section	CLEC Comment	Qwest Response
1		<i>Eschelon</i> September 13, 2005 Comment: PROS.09.12.05.F.03242.Expedites_Escalations_V27, indicates that 2/4 Wire Analog Loops will be added as a valid product to the Pre-Approved Expedite Process. What is the rate for a 2/4 Wire Analog Loop Pre-Approved Expedite? Thank you.	The rate for a 2/4 Wire Analog Loop Pre-Approved Expedite is outlined in the Expedite Agreement rate sheet that can be reviewed in the Negotiation Template Agreement at this URL: <a href="http://www.qwest.com/wholesale/clecs/sgatswireline.html">http://www.qwest.com/wholesale/clecs/sgatswireline.html</a> .



October 19, 2005

Kim Isaacs  
 Eschelon Telecom Inc.  
 730 2nd Avenue South - Suite 900  
 Minneapolis, MN 55402  
 kdisaacs@eschelon.com

TO: Kim Isaacs

<b>Announcement Date:</b>	October 19, 2005
<b>Proposed Effective Date:</b>	January 3, 2006
<b>Document Number:</b>	PROS.10.19.05.F.03380.ExpeditesEscalationsV30
<b>Notification Category:</b>	Process Notification
<b>Target Audience:</b>	CLECs, Resellers
<b>Subject:</b>	CMP - Expedites and Escalations V30
<b>Level of Change:</b>	Level 3

**Summary of Change:**

On October 19, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations V30. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is changing its Expedite process to require an expedite amendment to be signed for expedited requests that involve products that follow the designed services flow in order to bring parity across its entire customer base. Qwest recognizes that time is required for some customers to get amendments signed and is therefore extending the implementation of the Level 3 process change beyond the allotted 45 day time frame.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available October 19, 2005
CLEC Comment Cycle on Documentation Begins	Beginning October 20, 2005
CLEC Comment Cycle Ends	5:00 PM, MT November 03, 2005



## **QWEST WHOLESALE CHANGE MANAGEMENT PROCESS DOCUMENT**

For an electronic copy of this version of the CMP document (updated 1/30/06), see

[http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument\\_01\\_30\\_06\\_1\\_.doc](http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc) (attached)

The CMP document is also attached as Exhibit G to the SGAT. The SGAT provides (at SGAT Section 12.2.6.3) that Exhibit G can be changed per the CMP document processes (which require a unanimous vote in CMP) without amendment of the SGAT. Therefore, the SGAT Exhibit G on the Qwest web site may not have all of the revisions made through CMP that are in the updated CMP document on the Qwest web site (see URL above). For the SGAT Exhibit G, see <http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-08-29-03-Exhibit-G.doc>

## History Log

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
1	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-07-02 - CLEAN - Version 1.0	02-07-02	All			Accepted changes to Master Redlined CLEC-Qwest CMP Redesign Framework
2	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-20-02 - CLEAN - Version 2.0	02-20-02	2.1	Types of Change	Regulatory Change	Added changes to Regulatory Changes section as agreed to at Feb 19 Redesign Meeting.
3	MasterRedlineCLEAN030702	03-11-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added language agreed to at March 7 Redesign Meeting.
4			9.0	Prioritization	N/A	Added language agreed to at March 7 Redesign Meeting.
5			9.3	Prioritization	SCRIP	Added language agreed to at March 7 Redesign Meeting.
6			5.1.6	Change to Existing Interfaces	Final Interface Technical Specifications	Added language agreed to at March 7 Redesign Meeting.
7	MasterRedlineCLEAN032702	03-27-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
8			3.3	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
9	MasterRedlineCLEAN040802	04-08-02	1.0	Introduction and Scope		Added language agreed to at April 4 Redesign Meeting.
10			2.0	Managing This CMP		Added language agreed to at April 4 Redesign Meeting. Moved Section to 2.0 from 7.0
11			3.0	Meetings		Moved section to 3.0 from 8.0.
12			6.0	OSS Interface Release Calendar		Added language agreed to at April 4 Redesign Meeting.
13			10.0	Prioritization		Moved Appendices to end of document
14			10.2.4	Prioritization	Late Adder	Added language agreed to at April 4 Redesign Meeting.
15	MasterRedlineCLEAN041602b	04-16-02	5.4	Change Request Initiation Process	Qwest Originated Product/Process	Added language agreed to at April 16 Redesign Meeting.

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# Qwest Wholesale Change Management Process Document -01-30-06

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	Changes CLEC-Qwest OSS Interface Change Request Initiation Process	Added revised language agreed to at May 2, 2002 Redesign Meeting.
17			5.5	Change Request Process	Crossover Change Requests	Added revised language agreed to at May 2, 2002 Redesign Meeting.
18			10.2.5	Prioritization	Withdrawal of Prioritized CRs	Added language agreed to at May 2, 2002 Redesign Meeting.
19			10.3	Prioritization	SCRIP	Added revised language agreed to at May 2, 2002 Redesign Meeting.
20			13.0	Training	N/A	Added language agreed to at May 2, 2002 Redesign Meeting.
21	MasterRedlineCLEAN052202a	05-22-02	5.6	Change Request Process	Change Request Status Codes	Added language agreed to at May 21-22, 2002 Redesign Meeting.
22			5.7	Change Request Process	Change Request Suffixes	Added language agreed to at May 21-22, 2002 Redesign Meeting.
23	MasterRedlineCLEAN060602	06-06-02	2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at June 5-6, 2002 Redesign Meeting.
24			5.1	Change Request Process	CR Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
25			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
26			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added IMA Software Development Timeline agreed to at June 5-6, 2002 Redesign Meeting.
27			5.5	Change Request Process	Postponement and Arbitration of a Product/Process Change	Added language agreed to at June 5-6, 2002 Redesign Meeting.
28			5.6, 5.7, and 5.8	Change Request Process	Multiple	Renumbered based on addition of new Section 5.5
29			16.0	Exception Process		Added language agreed to at June 5-6, 2002 Redesign Meeting.
30			Definition of Terms	Definition of Terms		Added language agreed to at June 5-6, 2002 Redesign Meeting.
31			All	All	All	Cosmetic and clarifying changes agreed to at June 5-6, 2002 Redesign Meeting.
32	MasterRedlineCLEAN061802	06-18-02	2.1	Managing the	Managing the Change	Added language agreed to at June 17-18, 2002

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**Qwest Wholesale Change Management Process Document –01-30-06**

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
				Management Process	Document	
50			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
51			2.4.5	Managing the Change Management Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
52			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.3	Exception Process	Notice of Exception Request Discussion and Vote at Upcoming CMP Meeting	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
59	QwestWhslChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
60	QwestWhslChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
61	QwestWhslChgMgtDoc010603	01-06-03	12.0	Production Support	Request for a Production Support Change	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
62			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP

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**Qwest Wholesale Change Management Process Document –01-30-06**

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
63			5.0	Change Request Process	Level 2 Process/Deliverables	Product/Process Meeting Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhslChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface		Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhslChgMgtDoc061803	06-18-03	5.0	Change Request Process	Systems Change Request Origination Process	Modified language as approved by unanimous CMP vote at the June 18, 2003, CMP Product/Process Meeting
68	QwestWhslChgMgtDoc121103	12-11-03	5.1.4, 10.3.1, 10.4	Change Request Process, Prioritization	Systems Change Request Origination Process, Prioritization Review, Special Change Request Process	Modified language as approved by unanimous CMP vote at September 17, 2003, CMP Product/Process Meeting
69	QwestWhslChgMgtDoc041904	04-19-04	3.0	Change Management Process Meetings		Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.4 12.5	Production Support	Reporting Trouble to IT Severity Levels	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.7	Production Support	Notification Intervals	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.3	Production Support	Request for a Production Support Change	Added language around making a software patch or event notification or initiate a meeting to discuss the patch
70	QwestWhslChgMgtDoc022105	02-21-05	5.1.4	Change Request Process	Systems Change Request Origination Process	Added language agreed to at the December 2004 CMP Product/Process Meeting
			5.2.5	Change Request Process	Code & Test	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.0	Change to an Existing OSS Interface		Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.1	Change to an Existing OSS	Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting

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**Qwest Wholesale Change Management Process Document --01-30-06**

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
			8.1.2	Interface Change to an Existing OSS Interface	Walk Through of Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.3	Change to an Existing OSS Interface	CLEC Comments on Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.4	Change to an Existing OSS Interface	Qwest Response to CLEC Comments	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.5	Change to an Existing OSS Interface	Final Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			10.1	Prioritization	Test Environment Releases	Added language agreed to at the December 2004 CMP Product/Process Meeting
71	QwestWhslChgMgtDoc030305	03-03-05	Table of Contents Appendix D	Sample Change Request Form -- AS Of 03/03/05		Modified Appendix D entry to relay most current effective date on Sample CR Form Updated Appendix D -- Sample Change Request Form with most current approved document as agreed to in January 2005 CMP Product/Process Meeting
72	QwestWhslChgMgtDoc032805	03-28-05	3.0	Change Management Process Meetings		Added language agreed to at the March 2005 CMP Product/Process Meeting
73	QwestWhslChgMgtDoc091305	09-13-05	11.0	Application-to-Application Interface Testing		Remove reference to interoperability testing environment.
			Definition of Terms	Definition of Terms	Design, Development, Notification, Testing, Implementation and Disposition	Remove reference to interoperability testing environment in both the Term and Definition portion.
74	QwestWhslChgMgtDoc110805	11-08-05	5.8	Change Request Process	Change Request Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.

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**Qwest Wholesale Change Management Process Document -01-30-06**

Line #	Version - Filename	Effective Date	Change			Update Activity
			Section #	Section Name	Subsection Name	
				Change Management Process	Management Process Document	Redesign Meeting.
33			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.
34			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.
35			12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.
37	MasterRedlinedCLEAN071002	07-10-02	2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.
38			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.
39			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.
40			All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.
41	MasterRedlinedCLEAN072302	07-23-02	10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.
42			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.
43			All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.
44	MasterRedlinedCLEAN072602	07-26-02	1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.
45			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.
46			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.
47			10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.
48	QwestWhslChgMgtDoc091302	09-13-02	All			Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.
49			2.1	Managing the Change	Managing the Change Management Process	Added language agreed to at multiple CLEAN-UP Redesign Meetings.

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## Qwest Wholesale Change Management Process Document -

### CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

#### TABLE OF CONTENTS

1.0	INTRODUCTION AND SCOPE	18
2.0	MANAGING THE CHANGE MANAGEMENT PROCESS	19
2.1	Managing the Change Management Process Document	19
2.2	Change Management Point-of-Contact (POC)	19
2.3	Change Management POC List	19
2.4	Qwest CMP Responsibilities	20
2.4.1	CMP Manager	20
2.4.2	Change Request Project Manager (CRPM)	20
2.4.3	Escalation/Dispute Resolution Manager	20
2.4.4	Implementation Obligations	20
2.4.5	Adherence to this CMP	21
2.5	Method of Communication	21
2.6	CMP Relationship with Management of Performance Indicator Definitions (PIDs)	22
3.0	CHANGE MANAGEMENT PROCESS MEETINGS	23
3.1	Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings	23
3.2	Meeting Minutes for Change Management Process Meetings	24
3.3	Qwest Wholesale CMP Web Site	24
4.0	TYPES OF CHANGE	25
4.1	Regulatory Change	25
4.2	Industry Guideline Change	25
4.3	Qwest Originated Change	25
4.4	CLEC Originated Change	25
5.0	CHANGE REQUEST PROCESS	26
5.1	CLEC-Qwest OSS Interface Change Request Process	26
5.1.1	Regulatory or Industry Guideline Change Request	26
5.1.2	Implementation of Regulatory CRs	27
5.1.3	Industry Guideline Change Request	28

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5.1.4	Systems Change Request Origination Process	28
5.2	CLEC-Qwest OSS Interface Change Request Lifecycle	31
5.2.1	Business and Systems Requirements	31
5.2.2	Packaging	31
5.2.3	Design	32
5.2.4	Commitment	32
5.2.5	Code & Test	32
5.2.6	Deployment	32
5.3	CLEC Originated Product/Process Change Request Process	34
5.3.1	Implementation Notification	36
5.4	Qwest Originated Product/Process Changes	36
5.4.1	Level 0 Changes	36
5.4.2	Level 1 Changes	37
5.4.3	Level 2 Changes	38
5.4.4	Level 3 Changes	40
5.4.5	Level 4 Changes	42
5.5	Postponement and Arbitration of a Product/Process Change	45
5.5.1	Timeframe for Request for Postponement	45
5.5.2	Process for Initiating a Postponement Request	45
5.5.3	Qwest's Determination of Postponement Request	47
5.5.4	Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds	48
5.6	Comparability of Change Request Treatment	51
5.7	Crossover Change Requests	51
5.8	Change Request Status Codes	52
5.9	Change Request Designations	54
6.0	OSS INTERFACE RELEASE CALENDAR	55
7.0	INTRODUCTION OF A NEW OSS INTERFACE	56
7.1	Introduction of a New Application-to-Application Interface	56
7.1.1	Initial Release Notification	56
7.1.2	CLEC Comments to Initial Release Notification	56
7.1.3	Qwest Response to CLEC Comments	56
7.1.4	Preliminary Implementation Plan Review Meeting	56
7.1.5	Draft Interface Technical Specifications	57
7.1.6	Walk Through of Draft Interface Technical Specifications	57
7.1.7	CLEC Comments on Draft Interface Technical Specifications	57
7.1.8	Qwest Response to CLEC Comments	57
7.1.9	Final Interface Technical Specifications	58
7.2	Introduction of a New GUI	58

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7.2.1	Initial Release Notification	58
7.2.2	Draft Release Notes	58
7.2.3	GUI Overview Meeting	58
7.2.4	CLEC Comments	59
7.2.5	Qwest Response to CLEC Comments	59
7.2.6	Final Release Notes	59
8.0	CHANGE TO AN EXISTING OSS INTERFACE	62
8.1	Application-to-Application Interface	63
8.1.1	Draft Interface Technical Specifications	63
8.1.2	Walk Through of Draft Interface Technical Specifications	63
8.1.3	CLEC Comments on Draft Interface Technical Specifications	64
8.1.4	Qwest Response to CLEC Comments	64
8.1.5	Final Interface Technical Specifications	64
8.1.6	Joint Testing Period	64
8.1.7	Release Documentation Addenda	65
8.2	Graphical User Interface (GUI)	65
8.2.1	Draft GUI Release Notes	65
8.2.2	CLEC Comments on Draft Interface Release Notification	65
8.2.3	Qwest Response to Comments	65
8.2.4	Content of Final Interface Release Notification	65
9.0	RETIREMENT OF AN EXISTING OSS INTERFACE	70
9.1	Application-to-Application OSS Interface	70
9.1.1	Initial Retirement Notification	70
9.1.2	CLEC Comments to Initial Retirement Notification	70
9.1.3	Qwest Response to Comments	70
9.1.4	Final Retirement Notification	70
9.1.5	Comparable Functionality	71
9.2	Graphical User Interface (GUI)	71
9.2.1	Initial Retirement Notification	71
9.2.2	CLEC Comments to Initial Retirement Notification	71
9.2.3	Qwest Response to Comments	71
9.2.4	Comparable Functionality	71
9.2.5	Final Retirement Notification	72
10.0	PRIORITIZATION	75
10.1	Test Environment Releases	75
10.2	Regulatory Change Requests	75
10.2.1	Regulatory Changes	75
10.2.2	Industry Guideline Changes	76

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10.2.3	Regulatory Change Implementation	76
10.3	Prioritization Process	76
10.3.1	Prioritization Review	76
10.3.2	Ranking Process	76
10.3.3	Ranking Tabulation Process	77
10.3.4	Ranking of Late Added CRs	77
10.3.5	Withdrawal of Prioritized CRs	77
10.4	Special Change Request Process (SCRP)	78
10.4.1	SCRP Request Form	79
10.4.2	Qwest Acknowledges SCRП Request Receipt with a Confirmation E-mail	79
10.4.3	Process Fee Invoice	79
10.4.4	SCRP Review Meeting	79
10.4.5	Preliminary SCRП Quote and Review Meeting	80
10.4.6	Firm SCRП Quote and Review	81
10.4.7	Payment Schedule	81
10.4.8	Applicable SCRП Charges	81
11.0	APPLICATION-TO-APPLICATION INTERFACE TESTING	82
11.1	Testing Process	82
12.0	PRODUCTION SUPPORT	84
12.1	Notification of Planned Outages	84
12.2	Newly Deployed OSS Interface Release	84
12.3	Request for a Production Support Change	84
12.4	Reporting Trouble to IT	86
12.4.1	Systems Problem Requiring a Workaround	86
12.5	Severity Levels	87
12.6	Status Notification for IT Trouble Tickets	89
12.7	Notification Intervals	89
12.8	Process Production Support	92
12.8.1	Reporting Trouble to the ISC	92
12.8.2	Multiple Tickets	93
12.8.3	Work Arounds	94
12.8.4	Transfer Issue from WSD to ITWSHD	94
12.9	Communications	95
13.0	TRAINING	96
13.1	Introduction of a New GUI	96
13.2	Changes to an Existing GUI	96
13.3	Product and Process Introductions and Changes	96
14.0	ESCALATION PROCESS	97

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14.1	Guidelines	97
14.2	Cycle	97
15.0	DISPUTE RESOLUTION PROCESS	99
16.0	EXCEPTION PROCESS	100
16.1	Exception Initiation and Acknowledgement	100
16.1.1	Requestor Submits an Exception Request	100
16.1.2	Tracking of an Exception Request	101
16.2	Exception Notification	101
16.2.1	Pre-Meeting	101
16.2.2	Conduct Exception Call/Meeting	102
16.3	Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting	102
16.3.1	Discussion and Vote Taken at the Monthly CMP Meeting	103
16.4	Vote on Exception Request	103
16.5	Exception Request Disposition Notification	103
16.6	Processing of the Exception Disposition	104
17.0	VOTING	105
17.1	Voter	105
17.2	Participation in the Vote	105
17.2.1	A Carrier is Entitled To a Single Vote	106
17.3	Notification of Vote	106
17.3.1	Notification Content	106
17.4	Voting Procedures	106
17.4.1	Quorum	106
17.4.2	Casting Votes	107
17.4.3	E-mail Ballots	107
17.4.4	Voting Tally Form	108
18.0	OVERSIGHT REVIEW PROCESS	109
18.1	Guidelines	109
18.2	Issue Submission	109
18.3	Issue Resolution	110
18.3.1	Response	110
18.3.2	Issue Meeting	110
18.3.3	Election to Pursue Issue with CMP Oversight Committee	111
18.3.4	Escalation or Dispute Resolution	111
18.4	CMP Oversight Committee	111
18.4.1	Membership	111
18.4.2	Role of the CMP Oversight Committee	111

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18.4.3 Meetings of the CMP Oversight Committee	111
18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee	112
18.4.5 CMP Oversight Review	112
18.4.6 Status and Recommendations of the CMP Oversight Committee	112
APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS	113
APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM	115
APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST	116
APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05	117
APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM	122
APPENDIX F: CLEC-QWEST VOTING TALLY FORM	125
DEFINITION OF TERMS	126

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TABLE OF FIGURES

FIGURE 1: IMA SOFTWARE DEVELOPMENT TIMELINE	33
FIGURE 2: INTRODUCTION OF A NEW APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	60
FIGURE 3: INTRODUCTION OF A NEW GRAPHICAL USER INTERFACE (GUI) TIMELINE	61
FIGURE 4: RELEASE EXTENSION ILLUSTRATIVE TIMELINE	67
FIGURE 5: CHANGES TO AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	68
FIGURE 6: CHANGES TO AN EXISTING GRAPHICAL USER INTERFACE (GUI) TIMELINE	69
FIGURE 7: RETIREMENT OF AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	73
FIGURE 8: RETIREMENT OF AN EXISTING GRAPHIC USER INTERFACE TIMELINE	74

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## CHANGE MANAGEMENT PROCESS (CMP)

### 1.0 INTRODUCTION AND SCOPE

This document defines the processes for change management of Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state in-region serving territory.

This CMP is managed by CLEC and Qwest Points of Contact (POCs) each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS Interfaces, products and processes. This CMP includes the identification of changes and encompasses, as applicable, Design, Development, Notification, Testing, Implementation, Disposition of changes, etc. (See Change Request Status Codes, Section 5.8). Qwest will process any such changes in accordance with this CMP.

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

This CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised through the procedures described in Section 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

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Throughout this CMP document, terms such as "agreement" or "consensus" are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

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## **2.0 MANAGING THE CHANGE MANAGEMENT PROCESS**

### **2.1 Managing the Change Management Process Document**

Proposed modifications to this CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.0. Acceptance of such changes will be discussed at a regularly scheduled Monthly CMP Product/Process Meeting.

The originator of the change will send proposed redlined language and the reasons for the request with the change request at least fourteen (14) days in advance of the Monthly CMP Product/Process Meeting. The request originator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change including when the vote will be taken. Incorporating a change into this CMP requires unanimous agreement using the Voting Process, as described in Section 17.0. Each CMP change request will be assigned a CR number that contains a suffix of "CM" and will be included in the Monthly CMP Product/Process Meeting distribution package. The CMP change request and redlined language will be included in the Monthly CMP Product/Process Meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a Monthly CMP Product/Process Meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly CMP Product/Process Meeting, at which the vote will be taken, will indicate that a vote will be taken.

There will be a standing agenda item for each monthly CMP Meeting for discussion about issues relating to the operation and effectiveness of CMP. This discussion is intended to be open and receptive to all input with the goal of constantly evaluating and improving this CMP.

### **2.2 Change Management Point-of-Contact (POC)**

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

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## 2.3 Change Management POC List

Primary, secondary and tertiary CLEC and Qwest POCs will be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at <http://www.qwest.com/wholesale/cmp/ppform.html>. If Qwest makes a Primary POC change it will follow the process as described in Section 5.4.3. The list will be posted on the Qwest CMP Web site and may include other contacts.

## 2.4 Qwest CMP Responsibilities

### 2.4.1 CMP Manager

The Qwest CMP Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Manager is responsible for coordinating the publication of the Qwest OSS Interface Release Calendar, as described in Section 6.0.

### 2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR, and coordinating the participation of the necessary SMEs in the discussions with the CLECs.

### 2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations, disputes and postponements in accordance with the CMP Escalation, Dispute Resolution and Postponement Processes. (See Sections 14.0, 15.0 and 5.5)

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#### 2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will be modified to reflect the change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

#### 2.4.5 Adherence to this CMP

As a general rule, if a CLEC indicates that Qwest is not following this CMP, and Qwest agrees, Qwest will correct the situation by following the process. If Qwest has failed to follow this CMP for a particular change, and is not able to withdraw the change and follow the applicable process, then Qwest and CLECs must unanimously agree on a different manner to correct the situation. If Qwest and the CLECs attempt to, but do not agree that a process was not followed or cannot agree on a manner to correct the situation, any CLEC may pursue any appropriate process available in this CMP (e.g., production support, escalation, dispute resolution, oversight committee).

#### 2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the Web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line "CMP". E-mail communications regarding document changes will include direct Web site links to the related documentation. All Notifications are sent as "mailouts" and are distributed to all those who subscribe to such notifications at <http://www.qwest.com/wholesale/notices/cnla/maillist.html>.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, <http://www.qwest.com/wholesale/cmp/review.html>. For the duration of the agreed upon comment period as specified in this CMP, CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site, CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments" link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLECs may submit comments to [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com). After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

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In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words "PROPRIETARY BEGIN" and "PROPRIETARY END," respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, [cmpocr@qwest.com](mailto:cmpocr@qwest.com). Such e-mails must have a subject line beginning with PROPRIETARY.

This CMP contains references to required notifications. Such references typically identify specific information that must be included in such notifications. Such information is not an exclusive list. Qwest will use reasonable efforts to include such other information in its possession that may be useful in aiding CLECs to understand the scope and purpose of the notification.

## 2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the

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issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

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### 3.0 CHANGE MANAGEMENT PROCESS MEETINGS

Change Management Process meetings will be conducted on a regularly scheduled basis. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, manage the implementation of Product/Process and System changes, and address Change Requests. Qwest will review the status of all applicable Change Requests. The meeting may also include discussions of Qwest's OSS Interface Release Calendar.

CLEC's request for additional agenda items and associated materials must be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials and will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring hard copy materials of the walk-on items to the meeting and should, at least two (2) hours prior to the meeting, provide copies of such materials electronically (soft copy) to the CMP Manager, [cmpcr@qwest.com](mailto:cmpcr@qwest.com), for distribution to all parties.

All attendees whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. Notification for these meetings will be distributed at least five (5) business days prior to their occurrence. Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP.

#### 3.1 Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings

Meeting materials will include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses, as applicable
  - New/Active
  - Updated
- Issues, Action Items Log and associated statuses
- Release Summary, as applicable

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- OSS Interface Release Calendar, as described in Section 6.0
- Date TBD Trouble Tickets, as described in Section 12.3
- Any other material to be discussed

Qwest will provide Meeting Materials (distribution package) electronically, by noon (MT), three (3) business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the distribution package at the Monthly CMP Meeting.

### 3.2 Meeting Minutes for Change Management Process Meetings

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as issues, action items and statuses.

Minutes will be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments will be provided by noon (MT) two (2) business days after receiving draft minutes to the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). Revised minutes, if CLEC comments are received, will be posted to the CMP Web site within nine (9) business days by noon (MT) after the meeting.

### 3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its Web site. The Web site should be easy to use and will be updated in a timely manner. The Web site will be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (distribution package), will be maintained on the Web site. Change Requests and notifications will be identified in accordance with the agreed upon naming conventions to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the Web site's Archive page for 18 months before storing off line. Information that has been removed from the Web site can be obtained by contacting the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). At a minimum, the CMP Web site will include:

- Current version of the Qwest Wholesale Change Management Process Document
- OSS Interface Release Calendar
- OSS Interface hours of availability
- Links to related Web sites, such as IMA EDI, IMA GUI, CEMR, Document Review and Notifications
- Change Request Form and instructions to complete form
- Submitted and open Change Requests and the status of each, including written responses to CLEC inquiries
- Meeting (formal and informal) information for Monthly CMP Meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules, if applicable
- Interactive CR Report

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- Meeting materials (distribution package)
- CLEC Notifications and associated requirements
- Directory to CLEC Notifications for the month
- Business rules, SATE test case scenarios Technical Specifications, and user guides will be provided via links on the CMP Web site
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on Web page)
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

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## **4.0 TYPES OF CHANGE**

A Change Request must be within the scope of CMP and will fall into one of the following classifications. Types of Changes apply to Systems and Product/Process.

### **4.1 Regulatory Change**

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may originate the Change Request.

### **4.2 Industry Guideline Change**

An Industry Guideline Change implements Industry Guidelines. Either Qwest or the CLEC may originate the Change Request and these changes are subject to the same processes under this CMP as Qwest and CLEC Originated Changes. These industry guidelines are defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TOIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interchange Committee (EDI)
- American National Standards Institute (ANSI)

### **4.3 Qwest Originated Change**

A Qwest Originated Change is originated by Qwest and does not fall within the changes listed above.

### **4.4 CLEC Originated Change**

A CLEC Originated Change is originated by the CLEC and does not fall within the changes listed above.

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## 5.0 CHANGE REQUEST PROCESS

### 5.1 CLEC-Qwest OSS Interface Change Request Process

A CLEC or Qwest seeking to change an existing OSS Interface, to establish a new OSS Interface, or to retire an existing OSS Interface must submit a Change Request (CR). A Change Request originator will complete and e-mail a completed Change Request (CR) Form to the Qwest CMP Manager, [cmpcr@qwest.com](mailto:cmpcr@qwest.com), in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL: <http://www.qwest.com/wholesale/cmp/index.html>.

The CR Process supports Regulatory, Industry Guideline, CLEC originated and Qwest originated changes. The process for Regulatory changes will be managed as described in Section 5.1.1, Section 5.1.2 and Section 5.1.3.

#### 5.1.1 Regulatory Change Request

Qwest or any CLEC may submit Regulatory CRs. The party submitting a Regulatory CR must also include sufficient information to justify the CR being treated as a Regulatory CR in the Description of Change section of the CR Form. Such information must include specific references to regulatory or court orders or legislation as well as dates, docket or case numbers, page or paragraph numbers and the mandatory or recommended implementation dates, if any. All Regulatory CRs initially must be submitted as systems CRs, including when the Regulatory CR clearly is for a product/process change, and will be introduced at the Monthly CMP Systems Meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR Form and include as much information supporting the application of the exception as practicable.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web site and identify when comments are due and when a vote is to be taken, as described below. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

Not later than eight (8) business days prior to the Monthly CMP Systems Meeting, any party objecting to the classification of such CR as Regulatory must submit a statement to the CMP Manager, [cmpcr@qwest.com](mailto:cmpcr@qwest.com), documenting reasons why the objecting party does not agree that the CR should be classified as a Regulatory change. Regulatory CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory, that CR will be discussed at the next Monthly CMP Systems Meeting. At that meeting, Qwest and the CLECs will conduct a vote under Section 17.0 to determine whether there is unanimous agreement that the CR is a Regulatory change. If Qwest or any CLEC does not agree that the CR is Regulatory, the CR will be treated as a non-Regulatory CR and prioritized, if applicable, with the CLEC originated and Qwest originated CRs, unless and until the CR is declared to be Regulatory through the Dispute Resolution Process. (See Section 15.0) Final determination of

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CR type will be made by the CLEC and Qwest POCs at that Monthly CMP Systems Meeting, and documented in the meeting minutes.

### 5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated Level of Effort expressed in terms of person hours required for the mechanized solution. The cost analyses will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/ feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a Majority vote, as described in Section 17.0, at the Monthly CMP Systems Meeting in favor of one of the following exceptions.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the Monthly Systems CMP Meeting when the implementation plan is presented.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a product/process CR through the Monthly CMP Product/Process Meetings. (See Section 5.7)

If Qwest is unable to fully implement a mechanized solution in the first Release that occurs after the CMP participants agree that a change is a Regulatory CR, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a Regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated

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volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the new CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the new CR as a Regulatory CR, it will be treated as a Qwest or CLEC originated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate the Dispute Resolution Process. (See Section 15.0)

### 5.1.3 Industry Guideline Change Request

Industry Guideline CRs will be submitted as Systems CRs, but if it is determined they should be implemented as a Product/Process change, the CR will follow the Crossover process as documented in Section 5.7. The party submitting the Industry Guideline CR must identify on the CR Form that the CR should be designated an Industry Guideline CR and identify the industry forum that recommended that change. The party submitting an Industry Guideline CR must also include sufficient information to justify the CR being treated as an Industry Guideline CR in the Description of Change section of the CR Form. Such information must include specific references to the industry forum issue or recommendation and the recommended implementation date, if any.

### 5.1.4 Systems Change Request Origination Process

If a CLEC or Qwest wants Qwest to change, introduce or retire an OSS Interface, the originator will e-mail a Change Request (CR) Form to the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

- The Qwest CMP Manager will assign a CR Number, and log the CR into the CMP database
- The Qwest CMP Manager sends acknowledgement of receipt to the CR originator and updates the CMP database.

Within two (2) days after acknowledgement:

- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The Qwest CMP Manager posts the valid CR to the CMP Web site via Qwest's interactive report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originating CLEC

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- Assigned CRPM contact information
- Assigned CR number
- Designated Qwest SMEs and associated director(s)
- Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the CR originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the originator will review the submitted CR, validate the intent of the originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables Qwest must produce in order to close the CR. The originator should provide, in the CR, as much detail as possible. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Systems Meeting will be presented at that Monthly CMP Systems Meeting for clarification from all CLECs participating in the Monthly CMP Systems Meeting.

At the Monthly CMP Systems Meeting, the originator will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the Monthly CMP Systems Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR.

CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

Qwest will develop a draft response based on the CR discussion at the Monthly CMP Systems Meeting. Prior to the next scheduled Monthly CMP Systems Meeting the CRPM will post responses to systems CRs to the CMP database. The response will be made available via the interactive reports and the distribution package for the Monthly CMP Systems Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the request) with position stated, or

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- "Denied" (Qwest will not implement the request) with basis for the denial and a detailed explanation, including reference to substantiating material. OSS Interface Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both
  - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. The Special Change Request Process (SCRCP) (Section 10.4) may be invoked if a CR was denied as economically not feasible.

Based on the comments received from the Monthly CMP Systems Meeting, Qwest may revise its response and issue a revised draft response at the next Monthly CMP Systems Meeting.

If any CLEC does not accept Qwest's response, any CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (Sections 14.0 and 15.0) If the Originator does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notification to the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If any CLEC does not accept Qwest's response and does not intend to escalate or dispute at the present time, it may request Qwest to status the CR as 'Deferred.' The CR will remain as Deferred and any CLEC may re-activate the CR at a later date.

NOTE: For system CRs associated with Billing, CRs will likely be prioritized for a specific set of Qwest billing system implementation dates (referred in this document as a "Release" or "release") versus one specific release with a single implementation date which is the case for IMA and CEMR/MEDIACC. In the context of Billing prioritization and/or packaging, when "release" is referred to, the reference is to a specific set of billing system implementation dates.

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At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. In order for a CR to be eligible for prioritization in the upcoming release, it must be presented at least one (1) month prior to the Prioritization Review meeting in accordance with Section 10.3.1. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the Release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the Release. Ranking will proceed, as described in Section 10.0, Prioritization. The results of the ranking will produce an Initial Prioritization List.

Pursuant to this CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active systems CR. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix. Qwest will process this "MN" CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

## **5.2 CLEC-Qwest OSS Interface Change Request Lifecycle**

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release, in accordance with Section 10.3.5. Based on the Initial Prioritization List, Qwest will begin its development cycle that includes the milestones listed below.

### **5.2.1 Business and Systems Requirements**

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will present, at the Monthly CMP Systems Meeting, any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation of the candidate.

During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the Initial Prioritization List (late added CRs). If there is a unanimous votes (see Section 17.0) to consider the late added CRs for addition to the Initial Prioritization List, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Ranking of Later Added CR process (see Section 10.3.4). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the Release and will be returned to the pool of CRs that are available for prioritization in the next OSS Interface

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Release. If packaging has already been presented as described in 5.2.2, any party seeking to submit a late-added CR must follow the Exception process.

### 5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates, including a package of only the prioritized candidates in order. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the Release; *i.e.*, there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed

Qwest will provide an updated estimate of the Level of Effort for each CR and the estimated total capacity of the Release. If more than one option is presented, a vote will be held within two (2) days after the meeting on the options. The packaging option with the largest number of votes will continue through the design phase of the development cycle.

### 5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

### 5.2.4 Commitment

After design, Qwest will present a commitment list of CRs that can be implemented. Qwest will provide an updated Level of Effort for each CR and the estimated total capacity of the Release. These candidates become the committed candidates for the Release.

### 5.2.5 Code & Test

Qwest engineers will perform the coding and testing required by Qwest to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If, in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned Release, Qwest will discuss options with the CLECs in the next Monthly CMP Systems Meeting. Options can include either the removal of that candidate from the list or a postponement in the implementation date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could

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become a candidate for the next Point Release, with appropriate disclosure as part of the current Major Release of the OSS Interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release.

#### **5.2.6 Deployment**

During the deployment phase, Qwest representatives from the business and operations review and agree the system is ready for full deployment. Qwest deploys the Release and initiates and conducts production support.

When Qwest has completed development of the OSS Interface change, Qwest will release the OSS Interface functionality into production for use by the CLECs.

Upon implementation of the OSS Interface Release, the CRs will be updated to CLEC test and presented for closure at the next Monthly CMP Systems Meeting.

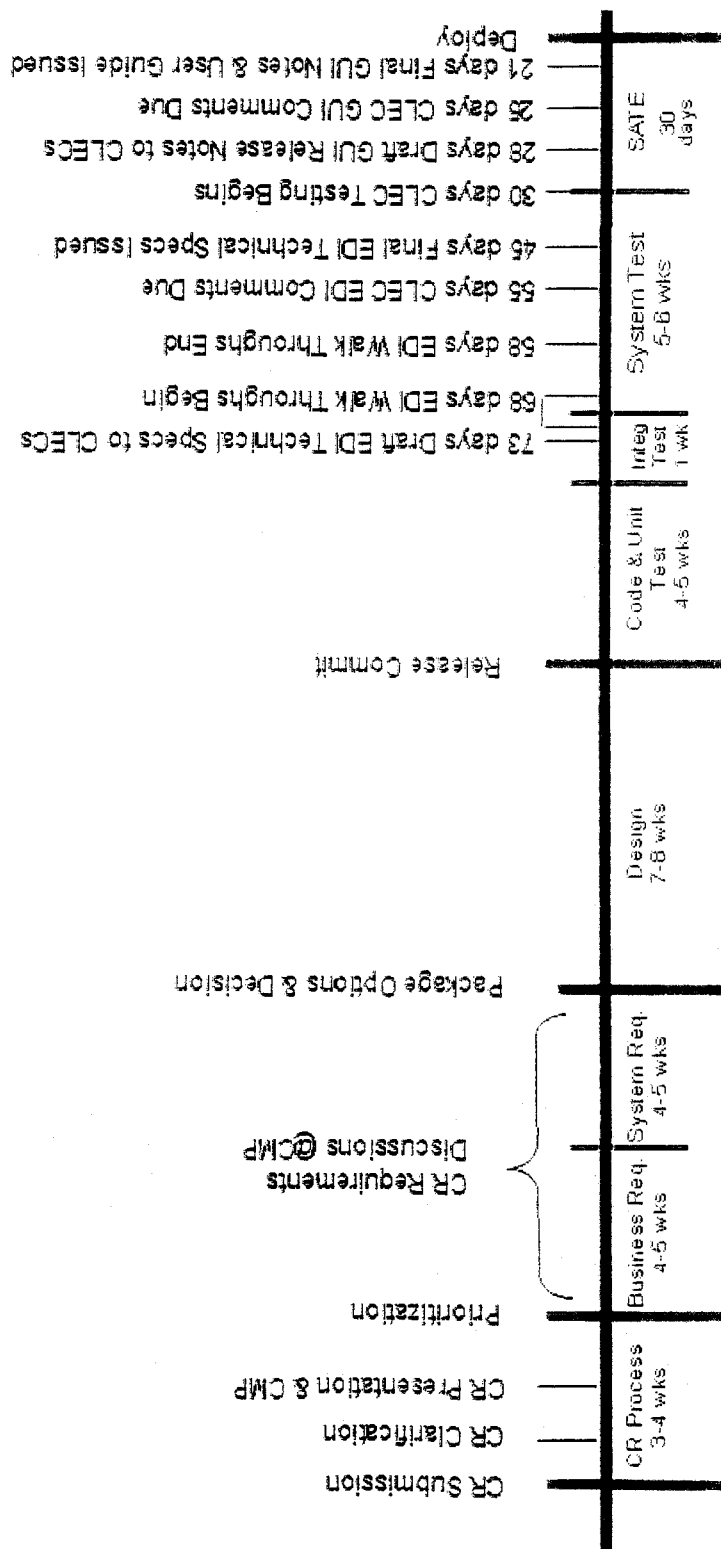
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Figure 1: IMA Software Development Timeline

## IMA Software Development Timeline

*Time for each phase is approximate and based on current release timelines. Time per phase can change per business needs.*



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### 5.3 CLEC Originated Product/Process Change Request Process

If a CLEC wants Qwest to change a product/process, the CLEC e-mails a Change Request (CR) Form to the Qwest CMP Manager, [cmpcr@qwest.com](mailto:cmpcr@qwest.com). No later than two (2) business days after Qwest receives the CR:

- The Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary
- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originator (i.e., CLEC name)
  - Assigned CRPM contact information
  - Assigned CR number
  - Designated Qwest SMEs and associated director(s)
  - Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the Originating CLEC will review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Product/Process Meeting will be presented at that Monthly CMP Product/Process Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that Monthly CMP Product/Process Meeting as a walk-on item with current status. The Originating

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CLEC will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. Participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:

- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both
  - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originated. SCRP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled Monthly CMP Product/Process Meeting, the CRPM will have the response posted to the Web, added to the CMP Database, and will notify all CLECs via e-mail.

All Qwest Responses will be presented at the next scheduled Monthly CMP Product/Process Meeting. Qwest will conduct a walk through of its Response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response.

Based on the comments received from the Monthly CMP Product/Process Meeting, Qwest may revise its Response and issue a modified Response at the next Monthly CMP Product/Process Meeting. Within ten (10) business days after the Monthly CMP Product/Process Meeting, Qwest will notify the CLECs of Qwest's intent to modify its Response.

If the CLECs do not accept Qwest's Response, any CLEC can elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0) If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written

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notification to the Qwest CMP Manager, [cmpcr@qwest.com](mailto:cmpcr@qwest.com). Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's Response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as Deferred. The CR will remain as Deferred and CLECs may reactivate the CR at a later date.

The CLECs' acceptance of Qwest's Response may result in:

- The Response answered the CR and no further action is required
- The Response provided an implementation plan for a product/process to be developed
- Qwest Denied the CLEC CR and no further action is required by CLEC

### 5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows.

Prior to implementing a CLEC originated product/process CR Qwest must notify the CLECs of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

### 5.4 Qwest Originated Product/Process Changes

The following defines five levels of Qwest originated product/process changes and the process by which Qwest will originate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.

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#### 5.4.1 Level 0 Changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetizing information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Removing unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

##### 5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, Web change form, or History Log to CLECs. Changes to the documentation will be updated and posted immediately.

#### 5.4.2 Level 1 Changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product/process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification.

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**Level 1 Change Categories are:**

- Time critical corrections to information that adversely impacts CLECs' ability to conduct business with Qwest
- Corrections/clarifications/additional information that do not change the product/process
- Corrections to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notification needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notification needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product/process
- Re-notifications issued within one hundred and eighty (180) calendar days after initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a product/process change to be effective in less than twenty-one (21) days
- Training information (note: if a class is cancelled, notification is provided two (2) weeks in advance)
- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

**5.4.2.1 Level 1 Process/Deliverables**

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition level 1, description of change, that changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager by e-mail at [cmocr@qwest.com](mailto:cmocr@qwest.com) immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will respond to the CLEC, within one (1) business day, and work to resolve the issue. Possible resolutions may include withdrawal of the change, re-notification under a different level or creation of a new category of change under a different level. In addition, Qwest will provide the following for PCAT and Non-FCC Technical Publication ("Tech Pub") changes:

- The complete red-lined PCAT or Non-FCC Tech Pub will be available for review in the Product/Process Document Review Archive section of the CMP Web site, [http://www.uswest.com/wholesale/cmp/review\\_archive.html](http://www.uswest.com/wholesale/cmp/review_archive.html),
- A History Log that tracks the changes

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### 5.4.3 Level 2 Changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (Expedites and Escalations Overview (<http://www.qwest.com/wholesale/clecs/exesclover.html>), Wholesale Customer Contacts (<http://www.qwest.com/wholesale/clecs/escalations.html>), Technical Escalations Contact List (<http://www.qwest.com/wholesale/svsystems/productionsupport.html>), CMP Points of Contact (POCs, Qwest POC changes only) (<http://www.qwest.com/wholesale/cmp/poc.html>))
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for twenty-one (21) days until comments are addressed. (Either a demo or screen shot presentation will be available at the time of the notification for evaluation during the twenty-one (21) day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued one hundred and eighty (180) calendar days or more after the initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS Interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications
- LSOG/PCAT documentation changes associated with new OSS Interface Release documentation resulting from an OSS Interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

#### 5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notification to CLECs. Level 2 notifications will state the disposition level 2, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <http://www.qwest.com/wholesale/cmp/review.html>, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification for comments.

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Qwest must provide initial notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have seven (7) calendar days following initial notification of the change to provide written comments on the notification.
- Qwest will reply to CLEC comments no later than seven (7) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least seven (7) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than twenty-one (21) calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level of a noticed change). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level of a noticed change, CLECs and Qwest will discuss such requests at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notification will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0)

#### 5.4.4 Level 3 Changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest

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will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a product/process change to be effective in twenty-one (21) days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

#### 5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notification to CLECs. Level 3 notifications will state the disposition level 3, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 changes and any dependent Level 1 and Level 2 changes. Level 3 notifications of Tech Pub changes may include notification of any Level 1, Level 2 and Level 3 change.

For a Level 3 notification that Qwest believes should fall under a different Level, Qwest will propose the Level under which it believes that change should be processed. CLECs and Qwest will discuss the proposal in the next Monthly CMP Product/Process Meeting. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <http://www.qwest.com/wholesale/cmp/review.html>, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have fifteen (15) calendar days following initial notification of the change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g.,

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Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty-one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty-five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition level of a noticed change
  - If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g., business need, financial impact).
  - A request to change disposition level to a Level 0, Level 1 or Level 2 is not required to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes set forth above.

CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification.

For a request for postponement of a Level 3 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures. (See Sections 14.0 and 15.0)

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#### 5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and provide CLECs an opportunity to have input into the development of the change prior to implementation.

Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's Service Interval Guide (SIG)
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS Interface CR (See Section 5.1)

For any noticed change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification with an indication in the notification that Qwest believes the change should be a Level 4 change.

##### 5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than fourteen (14) calendar days prior to the Monthly CMP Product/Process Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of Level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP Database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR Subject Matter Expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:

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- Description of CR
- Assigned CRPM
- Assigned CR number
- Designated Qwest SME(s) and associated director(s)
- Status of the CR (e.g., Submitted)

Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition level of the Change (see below).
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain agreement for input approach
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the Monthly CMP Product/Process Meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.
- After completion of the input cycle, as defined during the Monthly CMP Product/Process Meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.
- For Level 4 changes, when the solution is designed and all documentation is available for review, a notification of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 changes and any dependent Level 1, Level 2 changes, and Level 3 changes. Level 4 notifications of Tech Pub changes may include notification of any Level 1, Level 2, Level 3, and Level 4 change. This notification will be provided at least thirty one (31) calendar days prior to implementation. The notification will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review site with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have fifteen (15) calendar days following notification of the planned change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is

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taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for postponement of implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request for postponement of a Level 4 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue the Dispute Resolution Process in accordance with Section 15.0.

## 5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product/process change in accordance with this section.

### 5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

#### 5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

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If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

#### 5.5.1.2 CLEC-Originated Product/Process Changes

For CLEC-originated product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in Section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

#### 5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within two (2) business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

#### 5.5.2 Process for Initiating a Postponement Request

##### 5.5.2.1 CLEC Initiates Postponement Request by E-mail

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address ([cmcesc@qwest.com](mailto:cmcesc@qwest.com)).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

##### 5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the Dispute Resolution Process (Section 15.0). In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and

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- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

#### 5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

#### 5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request will state the harm it would suffer if Qwest does postpone the change.

#### 5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

#### 5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLECs

Within two (2) business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP Web site within three (3) business days after receipt of the complete request or response.

#### 5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

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#### 5.5.3.1 Standard for Determining whether to Postpone.

Qwest will postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will prevent more harm or cost to the requesting and any joining CLECs than postponing the proposed change imposes harm or cost upon Qwest or any CLECs who oppose the postponement. Qwest will postpone the implementation of the proposed change if it is inconsistent with a requesting or joining CLEC's interconnection agreement, applicable commission rule or law.

Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

#### 5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than thirty (30) calendar days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

#### 5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty (30) calendar days following notification to CLECs that Qwest will not postpone the proposed change.

#### 5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated Dispute Resolution proceedings (Section 15.0) with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the question of whether Qwest must postpone implementation of the proposed change until the

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dispute or the postponement request is resolved under the Dispute Resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates Dispute Resolution proceedings on the issue. As decisions on the dispute or the postponement request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to "CLEC" and "CLECs" include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated Dispute Resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to "parties" will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to "all parties" in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

#### 5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

##### 5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

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#### 5.5.4.1.2 Alternative Dispute Resolution Organization

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below: Judicial Arbitrator Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2) business days after receipt of Qwest's acknowledgment e-mail, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

#### 5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an e-mail to Qwest at [ompesol@qwest.com](mailto:ompesol@qwest.com). The e-mail must include, at a minimum, the following:

- Subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- The CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- A statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- A copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- The identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an e-mail acknowledging receipt of the Request for Postponement Arbitration. The e-mail must include, at a minimum, the following:

- A subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)

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- If the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

#### 5.5.4.3 No Unilateral Communication with Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

#### 5.5.4.4 Scope of Authority of the Arbitrator

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

#### 5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by e-mail or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within five (5) business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

#### 5.5.4.6 Effect of Arbitrator's Decision

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- The regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- The dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- Any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

#### 5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

#### 5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

#### 5.7 Crossover Change Requests

During the operation of this CMP, there may be situations when systems CRs have requirements for product/process discussions or solutions, or when product/process CRs require System solutions. These crossover CR situations exist in three basic categories:

Category A. If a CR submitted to the product/process CMP is discovered to require a mechanized solution the following will occur:

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Qwest will open a new systems CR, on behalf of the original CR originator, with a reference to the product/process CR number
- Qwest will close the product/process CR with a reference to the new systems CR number
- The new systems CR will comply with the CMP OSS Interface CR process (See Section 5.1)

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a product/process CR, on behalf of the original CR originator, with a reference to the systems CR number;
- Qwest will close the systems CR with a reference to the new product/process CR number.
- This CR will comply with the CMP product/process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a systems CR for the length of the CR lifecycle including the development and implementation of both the interim manual and final mechanized solutions. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix.

The determination to close and open CRs as described above will be made by the CMP body at a Monthly CMP Product/Process Meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc clarification meeting with the CR originator or request that a portion of the appropriate Monthly CMP Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, "closed" CR. Under no circumstances will the CR be restarted.

All crossover CRs will be distinctly labeled in the Monthly CMP Meeting distribution packages and addressed as a separate item on the Monthly CMP Meeting agenda. All crossover CRs (including those closed in Categories A and B) will include the "X" designation identified in Section 5.9. All Regulatory and Industry Guideline CRs will be submitted as systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become product/process CRs.

## 5.8 Change Request Status Codes

The following status codes will be applied to Change Requests of all types (i.e., Regulatory, Industry Guideline, Qwest Originated, CLEC Originated). The status of the CR will be included in the interactive reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Submitted - A CR is updated to Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a clarification meeting with the originator.
- Clarification - A CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation - A CR is updated to Evaluation status if the CR requires further investigation by Qwest.
- Presented - A CR is updated to Presented status after the originator has presented it at the Monthly CMP Meeting.
- Pending Prioritization - The Pending Prioritization status is only applicable to CRs for which the impacted OSS Interface requires prioritization (e.g. IMA). A CR is updated to Pending Prioritization status after it has been presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is only applicable to CRs for which the impacted interface is an OSS Interface that requires prioritization (e.g., IMA). A CR is updated to Prioritized status once it has been presented for prioritization and the Prioritization Process (Section 10.2) has been completed.
- Packaged -- A CR is updated to Packaged status from Prioritized status if it is included in the packaging option chosen for the release. Design work is continued on change requests that have been packaged. CRs not updated to Packaged status (from Prioritized status) will revert to Pending Prioritization status.
- Development - A product/process CR is updated to a Development status when Qwest's response requires development of a new or revised process. A systems CR is updated to Development status when development begins for the next OSS Interface Release.
- CLEC Test - A CR is updated to the CLEC Test status upon the effective date of the change. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through interaction between Qwest and the interested CLECs, a product/process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. Certain processes in Section 12.0 are also applicable to product/process changes. If no further action is required for a consecutive 60 day period, the status is updated to Completed, unless the parties agree otherwise.
- Completed - A CR is updated to Completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied - A CR is updated to Denied status when Qwest denies the CR.
- Deferred - A CR is updated to Deferred status if the originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Pending Withdrawal - A CR is updated to a status of Pending Withdrawal when the originator requests that a CR be withdrawn from the CMP process. Change Requests with a status of Pending Withdrawal are reviewed at the appropriate Monthly CMP Meeting to determine if another party wishes to sponsor the CR.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP and the CR is not sponsored by another party.

### 5.9 Change Request Designations

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- "CM" - Changes to the CMP framework
- "DR" - Dispute Resolution Process invoked on a CR
- "ES" - Escalation Process invoked on a CR
- "EX" - Change being implemented utilizing the Exception process
- "IG" - Industry Guideline CR
- "MN" - CR for a manual workaround related to an OSS Interface Change Request
- "RG" - Regulatory CR
- "SC" - Change being implemented as an SCRP request
- "X" - Crossover CR

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."



## 6.0 OSS INTERFACE RELEASE CALENDAR

Qwest will provide a rolling 12 month OSS Interface Release calendar in the distribution package of the first scheduled Monthly CMP Systems Meeting of each quarter. The calendar will show Release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of 12 months in the future. The following schedule entries will be made available, when applicable:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff (for prioritized OSS Interfaces)
- Date for issuing Draft Release Notes
- Date when Initial Notification for new OSS Interfaces will be issued
- Date when Initial Notification for OSS Interface retirements will be issued
- Date when comparable functionality for OSS Interface retirements will be available
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline (for prioritized OSS Interfaces)
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Release Production Date
- Release sunset dates (as applicable)

The OSS Interface Release calendar will be posted on the CMP Web site as a stand-alone document.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

## 7.0 INTRODUCTION OF A NEW OSS INTERFACE

The process for introducing a new OSS Interface will be part of this CMP. Introduction of a new OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a new OSS Interface, of any type, may be greater than the time originally allotted. In that case, discussions between CLECs and Qwest will be held prior to the announcement of the new OSS Interface.

With a new OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

### 7.1 Introduction of a New Application-to-Application Interface

At least two hundred and seventy (270) calendar days in advance of the planned Release Production date of a new application-to-application interface, Qwest will issue a Release Notification, post the Preliminary Interface Implementation Plan on Qwest's Web site, and host a design and development meeting.

#### 7.1.1 Initial Release Notification

The Initial Release Notification will include:

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the OSS Interface including whether the OSS Interface will replace an existing OSS Interface
- Proposed implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle)
- Proposed meeting date to review the Preliminary Interface Implementation Plan
- Exceptions to industry guidelines/standards, if applicable
- Planned Release Production Date

#### 7.1.2 CLEC Comments to Initial Release Notification

CLECs have fourteen (14) calendar days from the Initial Release Notification to provide written comments/questions on the documentation. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

#### 7.1.3 Qwest Response to CLEC Comments

Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Notification.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

#### 7.1.4 Preliminary Implementation Plan Review Meeting

Qwest will review CLEC comments and the implementation schedule at the Preliminary Implementation Plan Review Meeting no later than two hundred and forty-two (242) calendar days prior to the Release Production Date.

#### 7.1.5 Draft Interface Technical Specifications

Qwest will issue a notification associated with draft interface Technical Specifications no later than one hundred twenty (120) calendar days prior to implementing the Release. In addition, Qwest will confirm the schedule for the walk through of Technical Specifications, CLEC comments, and Qwest response cycle.

The Draft Interface Technical Specification notification will include:

- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or Web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft connectivity and firewall rules
- Draft Test Plan

#### 7.1.6 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs) between one-hundred and ten (110) calendar days prior to Release Production and one hundred and six (106) calendar days prior to the Release Production Date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of Draft Interface Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items.

#### 7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to Qwest no later than one-hundred and four (104) calendar days prior to the Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

### 7.1.8 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns and action items captured at the walk through, no later than one hundred (100) calendar days prior to the Release Production Date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the Final Interface Technical Specifications notification. The Final Interface Technical Specifications notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final Technical Specifications.

### 7.1.9 Final Interface Technical Specifications

Generally, no later than one hundred (100) calendar days prior to the Release Production Date of the new OSS Interface, Qwest will issue the Final Technical Specifications to CLECs via Web site posting and a CLEC notification.

The Final Interface Technical Specifications notification will include:

- Summary of changes from Qwest response to CLEC comments on Draft Technical Specifications
- If applicable, indication of type of change (e.g., documentation change, business rule change, clarification change)
- Purpose
- Reference to Final Technical Specifications, or Web site
- Additional pertinent material
- Final Connectivity and Firewall Rules
- Final Test Plan (including Joint Testing Period)
- Final Release Production Date
- Qwest response to CLEC comments

The implementation timeline for the Release will not begin until Final Interface Technical Specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within twenty four (24) hours of the change.

## 7.2 Introduction of a New GUI

### 7.2.1 Initial Release Notification

Qwest will issue an Initial Release Notification no later than forty-five (45) calendar days in advance of the Release Production Date. This will include:

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Proposed functionality of the OSS Interface including whether the new OSS Interface will replace an existing OSS Interface.
- Implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle, GUI overview meeting date)
- Release Production Date
- Logistics for GUI Overview Meeting

#### 7.2.2 Draft Release Notes

Qwest will issue a Draft Release Notes notification no later than twenty-eight (28) calendar days in advance of the planned Release Production Date of a new GUI. At a minimum, the notification will include:

- Draft User Guide
- How and When Training will be administered

#### 7.2.3 GUI Overview Meeting

The GUI Overview meeting will be held no later than twenty-seven (27) calendar days prior to the Release Production Date. At the meeting, Qwest will present an overview of the new OSS Interface.

#### 7.2.4 CLEC Comments

At least twenty-five (25) calendar days prior to the Release Production Date, CLECs must forward their written comments and concerns to Qwest. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

#### 7.2.5 Qwest Response to CLEC Comments

Qwest will consider CLEC comments and respond with written answers as part of the Final Notification.

#### 7.2.6 Final Release Notes

Qwest will issue Final Release Notes notification no later than twenty-one (21) calendar days prior to the Release Production date. The notification will include:

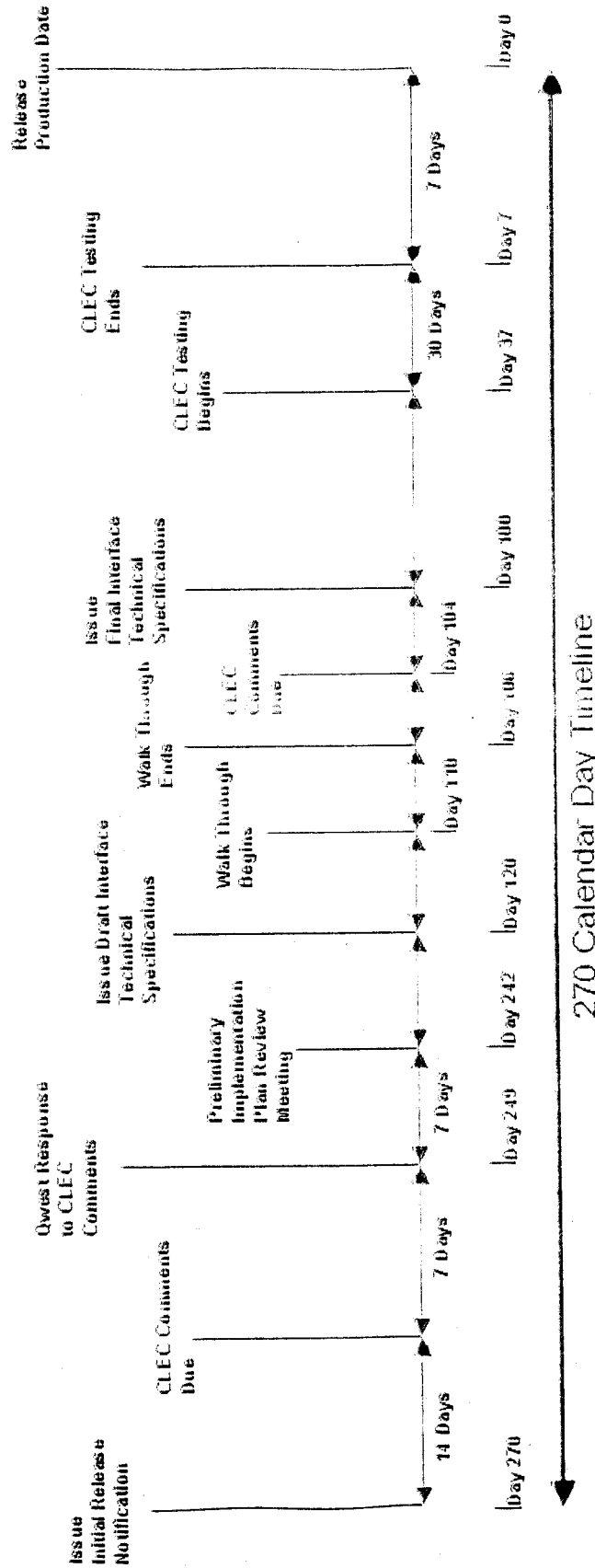
- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline

## Qwest-CLEC Change Management Process Introduction of a New Application-to-Application OSS Interface Timeline



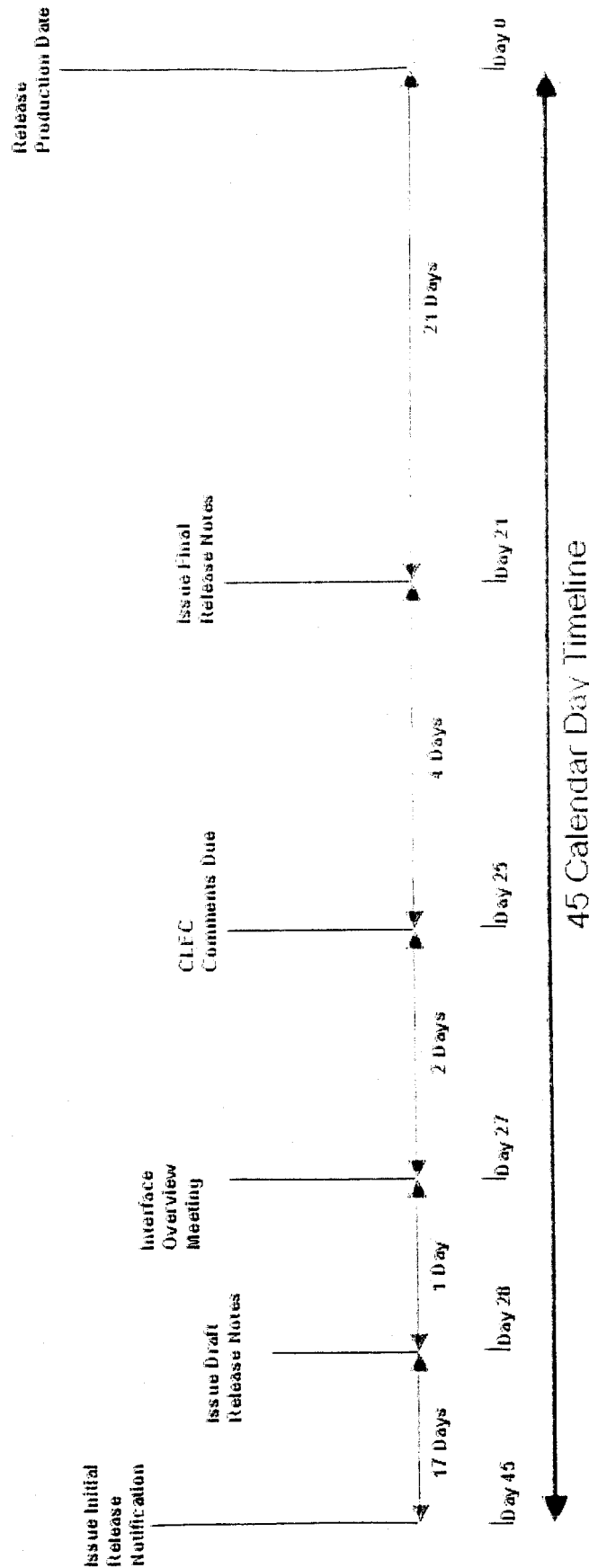
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLEC may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline

## Qwest-CLEC Change Management Process Introduction of A New Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

**Note:** Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

**Note:** Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

## 8.0 CHANGE TO AN EXISTING OSS INTERFACE

The process for changing an existing OSS Interface will be part of this CMP. Changes to an existing OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a change to an OSS Interface, of any type, may be greater than the time originally allotted and that discussions between CLECs and Qwest may be held prior to the announcement of the change to the OSS Interface.

With a change to an OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

Qwest standard operating practice is to implement three Major Releases and three Point Releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) Releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. Unless mandated as a Regulatory Change, the Major Release changes will occur no less than seventy-five (75) calendar days apart.

At a Monthly CMP Systems Meeting in the fourth quarter of each year, Qwest will communicate to the CLECs the Major Release schedule and hourly capacity of each release for the next calendar year. Qwest will subsequently issue a notification containing the same information. Qwest will attempt to provide this information prior to any prioritization scheduled during the fourth quarter.

### Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."



changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

### Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

## 8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.<sup>1</sup> For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation timeline, including testing.

### 3.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

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<sup>1</sup> For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

### 8.1.2 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate Internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

### 8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

### 8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

### 8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical Specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

#### 8.1.6 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

#### 8.1.7 Release Documentation Addenda

After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda.

- 1<sup>st</sup> Addendum – 2 weeks after the Release the 1<sup>st</sup> addendum is sent to the CLECs, if needed.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the Release Production Date as needed. There is no current process and timeline.
- EDI CLECs –one hundred eighty (180) calendar days after the Release those CLECs using EDI are required to cut over to the new Release. CLECs are not required to support all new Releases.

### 8.2 Graphical User Interface (GUI)

#### 8.2.1 Draft GUI Release Notes

Prior to implementation of a change to an existing GUI, Qwest will notify CLECs of the Draft GUI Release Notes and the planned Release Production Date.

Notification will occur no later than twenty-eight (28) calendar days prior to the planned Release Production Date unless an exception has been granted. This notification will include draft user guide information if necessary.

The notification will contain:

- Written summary of change(s)
- Planned time frame for Release Production
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

### 8.2.2 CLEC Comments on Draft Interface Release Notification

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html> or via an e-mail to [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com).

### 8.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and will address them in the Final GUI Release Notification no later than twenty one (21) calendar days before the Release Production Date.

### 8.2.4 Content of Final Interface Release Notification

The Final Interface Release Notification, will include:

- Final notification letter
- Summary of changes from draft GUI Release notification
- Final user guide (or revised pages)
- Final Release Production Date
- Qwest Response to CLEC comments

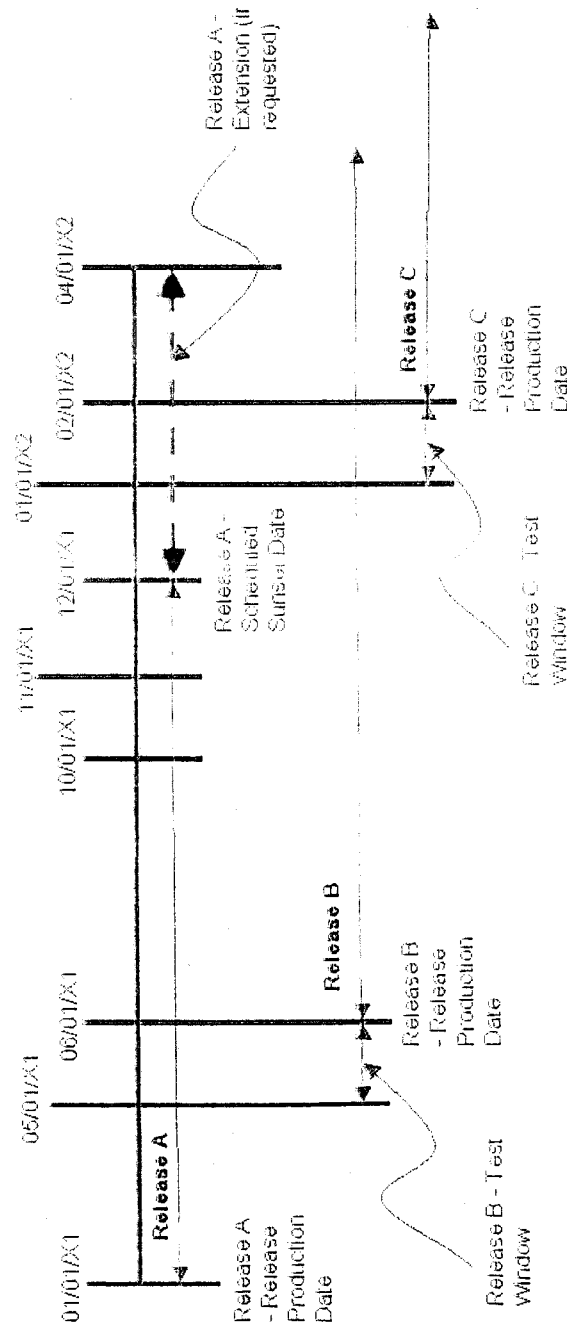
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation timeline for the Release will not begin until all related documentation is provided.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 4: Release Extension Illustrative Timeline

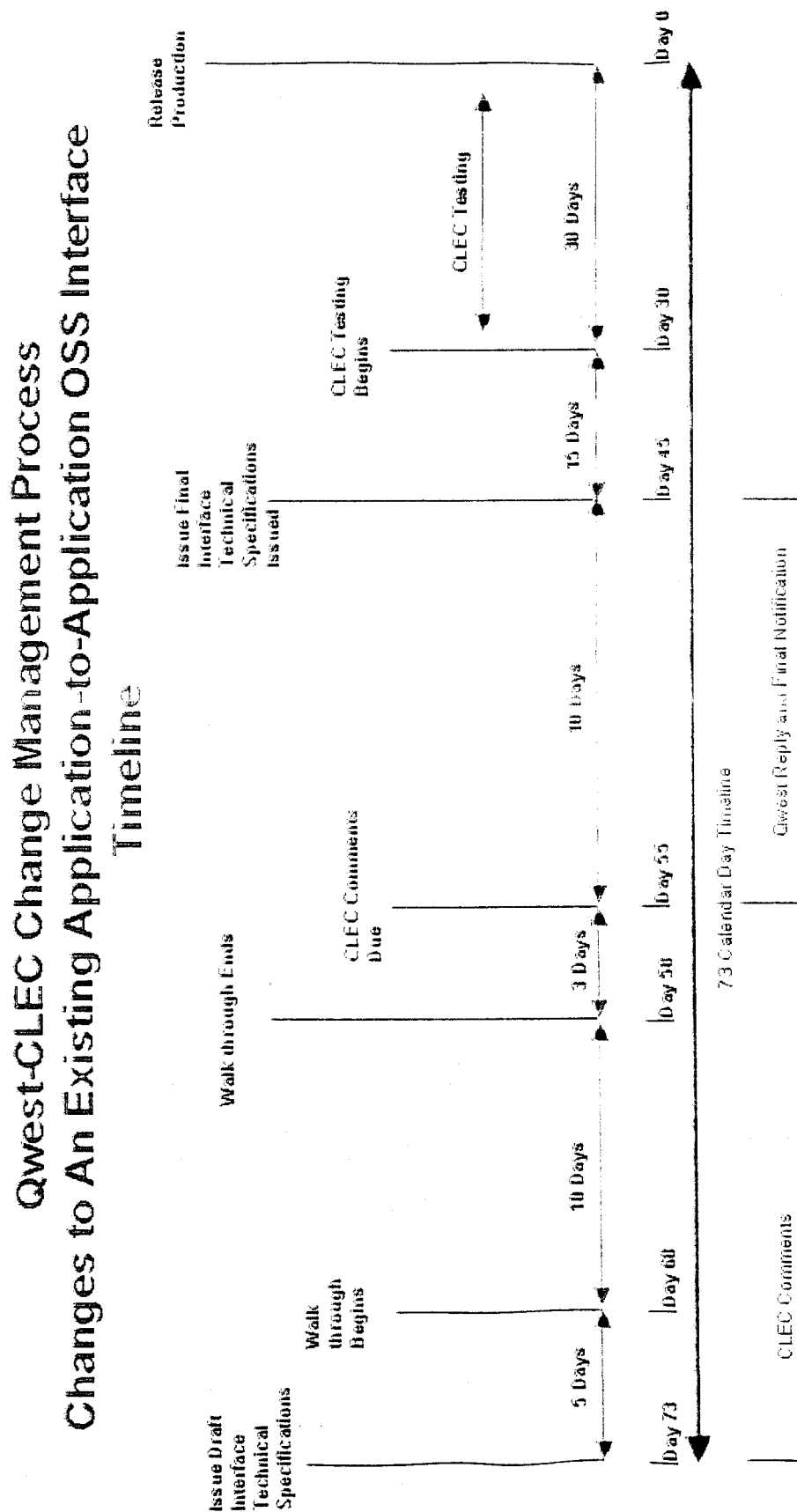
## Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline



Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline



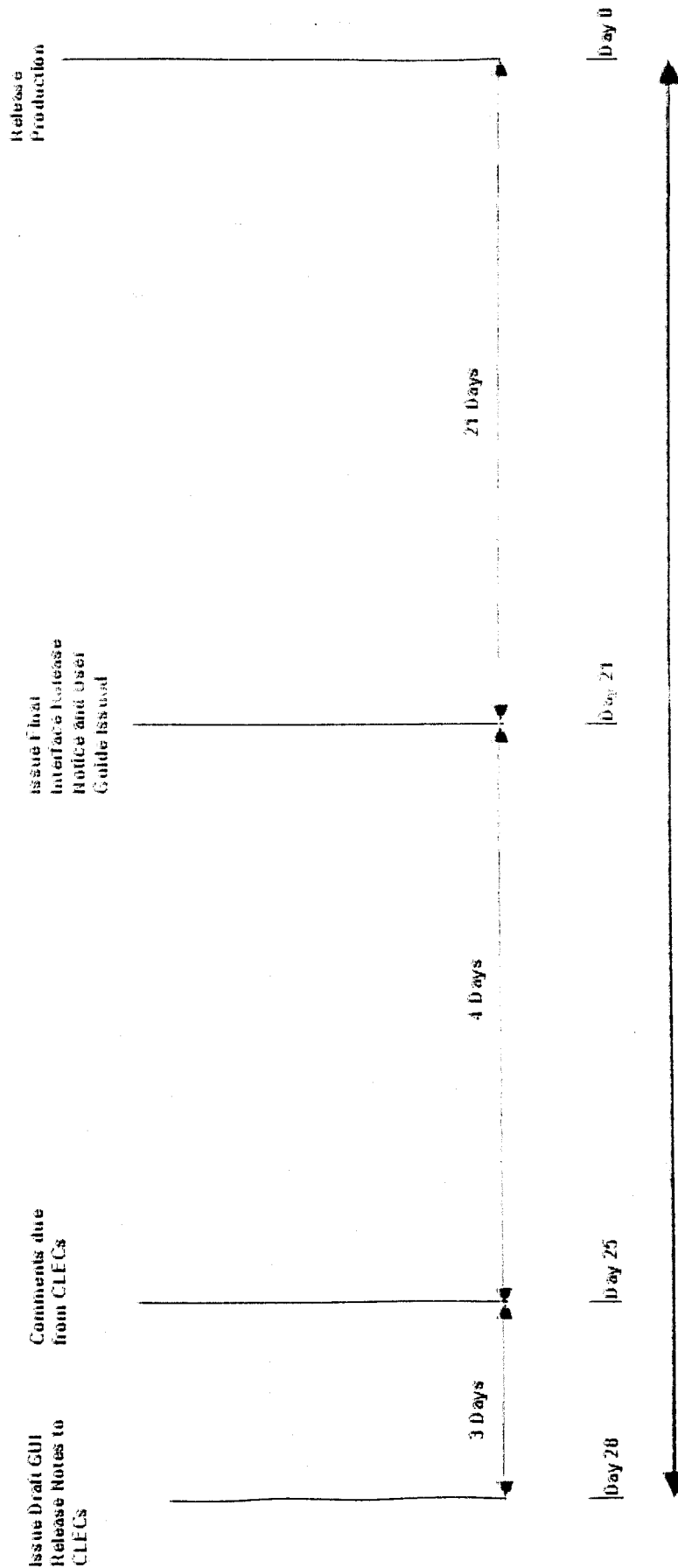
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

## Qwest-CLEC Change Management Process Changes to An Existing Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

## 9.0 RETIREMENT OF AN EXISTING OSS INTERFACE

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a GUI or a protocol transmission of information (Application-to-Application) interface.

### 9.1 Application-to-Application OSS Interface

#### 9.1.1 Initial Retirement Notification

At least two hundred seventy (270) calendar days before the retirement date of application-to-application interfaces, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new application-to-application interface is to be in a CLEC certified production Release prior to the retirement date of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the Initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

#### 9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

#### 9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

#### 9.1.4 Final Retirement Notification

The Final Retirement Notification will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement date of the application-to-application interface. The Final Retirement Notification will contain:

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."



- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

#### 9.1.5 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest issues the Initial Retirement Notification the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no later than one hundred and eighty (180) calendar days prior to retirement of an Application-to-Application interface.

### 9.2 Graphical User Interface (GUI)

#### 9.2.1 Initial Retirement Notification

At least sixty (60) calendar days in advance of the retirement date of a GUI, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production Release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire a GUI if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

#### 9.2.2 CLEC Comments to Initial Retirement Notification

CLEC comments to the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmo/comment.html>.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

### 9.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Release Notification.

### 9.2.4 Comparable Functionality

Qwest will ensure comparable functionality no later than thirty-one (31) days before retirement of a GUI.

### 9.2.5 Final Retirement Notification

The Final Retirement Notification, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notification will contain:

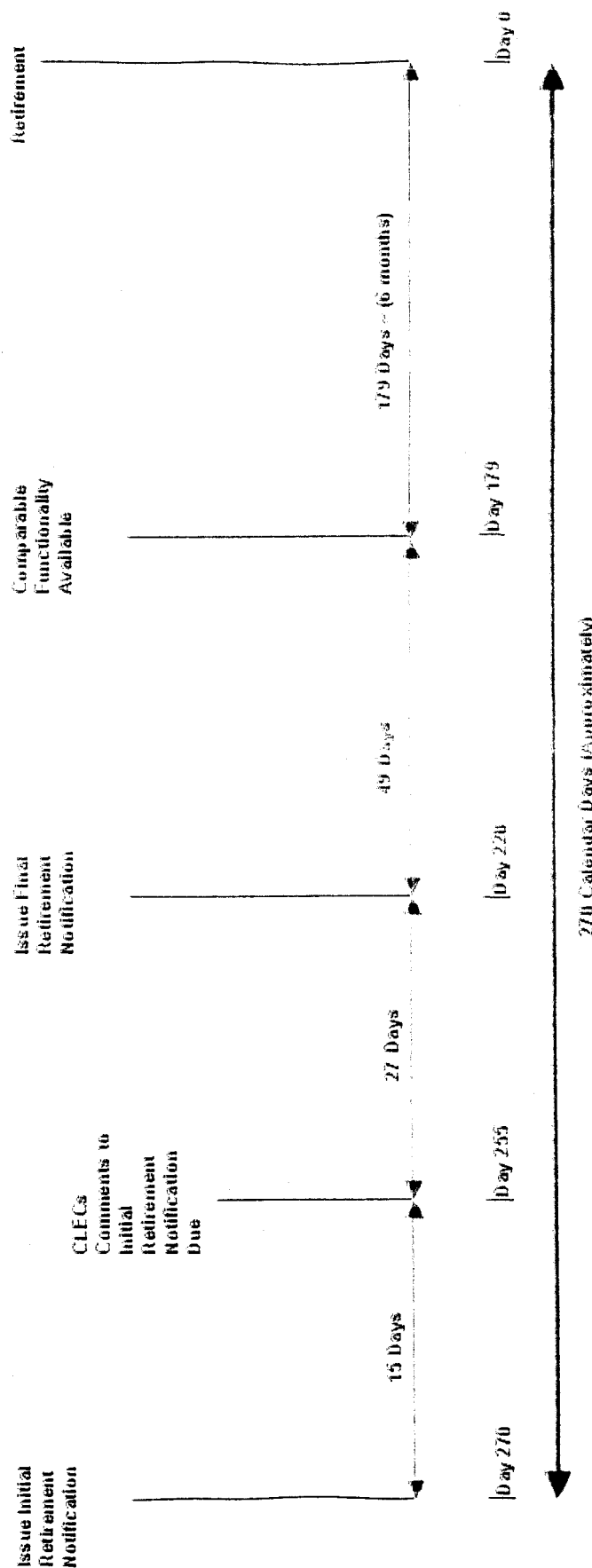
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timeline

## Qwest-CLEC Change Management Process Retirement of An Existing Application-to-Application OSS Interface Timeline



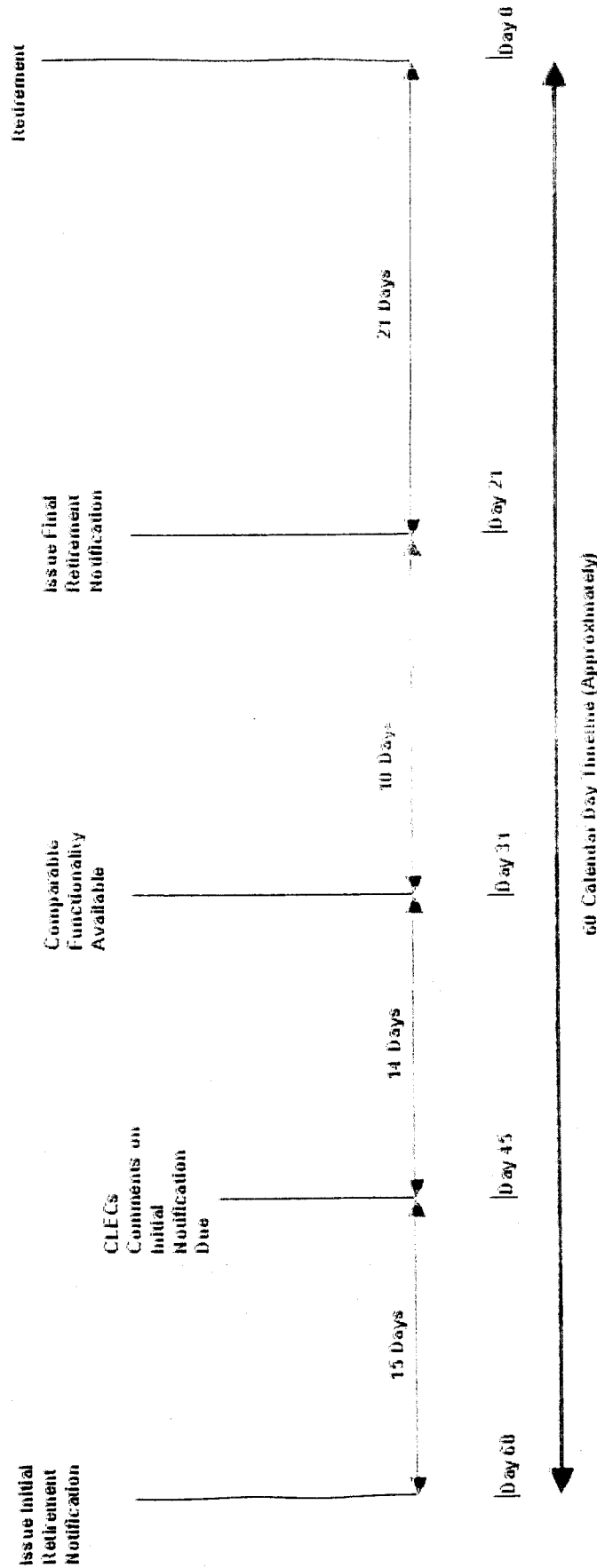
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 8: Retirement of an Existing Graphic User Interface Timeline

## Qwest-CLEC Change Management Process Retirement of An Existing Graphic User Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

## 10.0 PRIORITIZATION

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

### 10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

### 10.2 Regulatory Change Requests

Regulatory changes, as defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

#### 10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

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Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

### 10.2.2 Industry Guideline Changes

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a "foundation" CR, the "foundation" CR will automatically be worked in conjunction with the Industry Guideline CR.

### 10.2.3 Regulatory Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory CR is presented, Qwest will advise CLECs of the possible scheduled Releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

## 10.3 Prioritization Process

### 10.3.1 Prioritization Review

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample - IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

Note: Throughout this document, OSS interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss eligible OSS Interface or test environment Change Requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such Change Request.

#### 10.3.2 Ranking Process

Within three (3) business days following the Monthly CMP Systems Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking will be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample - IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C: Sample - IMA 11.0 Prioritization List.

#### 10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, [cmoor@qwest.com](mailto:cmoor@qwest.com), within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

#### 10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

### 10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com), indicating that they wish to withdraw the CR. This e-mail must be sent no later than twenty one (21) calendar days prior to the Monthly CMP Systems Meeting at which the request will be discussed. The written request must contain:
  - the CR number
  - the CR title
  - an explanation of why the originator wishes to withdraw the CR
- Within two (2) business days after receipt of the request to withdraw the CR the CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notification will include:
  - the CR number
  - the CR title,
  - the ranking that it received from the prioritization,
  - the explanation of why the originator wishes to withdraw the CR
- If a CLEC or Qwest disagrees with the withdrawal of the CR from the Release, they have the option to assume sponsorship of that CR. They may do so by notifying the CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com), in writing of their intent to assume sponsorship of the CR within five (5) business days after the CMP Manager has sent the intent to withdraw e-mail. If the CMP Manager receives no response within five (5) business days, then the CR will be withdrawn. The new status will be reviewed in the next Monthly CMP Systems Meeting.

Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

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#### 10.4 Special Change Request Process (SCRP)

In the event that a systems CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in this CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. In the event that a carrier submits a CR after prioritization and wishes to invoke the SCRCP, the originator may elect not to follow the Late Added CR process as defined in Section 10.3.4.

The SCRCP does not supercede the process defined in Section 5.0 (Change Request Origination Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through the SCRCP, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRCP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRCP.

All time intervals within which a response is required from one Party to another under this section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

##### 10.4.1 SCRCP Request Form

To invoke the SCRCP, the CR originator must send an e-mail to the Qwest CMP SCRCP mailbox (cmpeso@qwest.com). The subject line of the e-mail message must include:

- "SCRCP FORM"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form (See Appendix E)
- A single point of contact for the SCRCP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

#### 10.4.2 Qwest Acknowledges SCRP Request Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRP request e-mail, Qwest will acknowledge receipt of the complete SCRP request e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP request e-mail is complete, the SCRP confirmation e-mail will include:

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

#### 10.4.3 Process Fee Invoice

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

#### 10.4.4 SCRP Review Meeting

Within ten (10) business days after the SCRP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

#### 10.4.5 Preliminary SCRP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with ORs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
  - A description of the work to be performed
  - Estimated Development costs with a cap on cost
  - Targeted Release
  - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
  - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further

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development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

#### 10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- "SCRP PRELIMINARY QUOTE ACCEPTED"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions
- CR originator's name, phone number, and e-mail address

#### 10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the SCRP requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

#### 10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

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#### 10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a Firm SCRP Quote when Qwest commits CRs to the specific OSS Interface Release.

Qwest will send an e-mail to the SCRP Requestor with the following information:

- The subject line of the e-mail message must include:
  - "FIRM SCRP QUOTE"
  - CR number and title
  - CR originator's company name
- The text of the e-mail message must include:
  - Final SCRP quote and terms and conditions
  - Committed implementation date, or OSS Interface Release
  - Qwest contact name, phone number, and e-mail address

Qwest will schedule and hold a meeting to review the quote no less than ten (10) days following issuance of the Firm SCRP Quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the targeted Release.

#### 10.4.7 Payment Schedule

The SCRP Requestor must pay 50% of the Firm SCRP Quote no more than ten (10) calendar days following the scheduled Release date and the remaining 50% of the Firm SCRP Quote within thirty (30) calendar days after the scheduled Release date.

#### 10.4.8 Applicable SCRP Charges

This section describes the different costs for a SCRP request.

- Processing Fee – a one-time flat fee that must be paid within thirty (30) calendar days after the Qwest-SCRP Review meeting to review the SCRP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under "Charges for the SCRP Request" below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRP Request – These charges, included in the Preliminary and Firm SCRP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

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## 11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If a CLEC is using an application-to-application interface, the CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified Release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New Releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the Release Manager of each Release. Notification of the need for re-certification will be provided to CLEC as the new Release is implemented. The suite of re-certification test scenarios will be provided to CLECs with the Final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each Major Release and updated for each Point Release that has changes that were disclosed but not implemented as part of the Major Release. Qwest will provide test files for batch/file interfaces (e.g., billing).

The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides Initial Implementation Testing, and Migration Testing (from one Release to the next) for all types of OSS Interface Change Requests. Such testing provides the opportunity to test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

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## 11.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 8.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Progression Testing (required)
- Controlled Production Testing (required)
- Production Turn-up (required)
- A test schedule (required) that reflects agreed upon dates for phases

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

The CLEC should, in general, experience response times similar to production provided a CLEC uses the same software components and similar connectivity configuration in its test environment that it does in production. This environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering, including the service order processor. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

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## 12.0 PRODUCTION SUPPORT

### 12.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to OSS Interfaces. Qwest sends associated notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS Interface
- Description of the scheduled OSS Interface maintenance activity
- Impact to the CLECs (e.g., geographic area, products affected, system implications, and business implications)
- Scheduled date and scheduled start and stop times
- Work around, if applicable
- Qwest contact for more information on the scheduled OSS Interface maintenance activity

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel no later than two (2) calendar days after the scheduling of the OSS Interface maintenance activity.

### 12.2 Newly Deployed OSS Interface Release

Following the Release Production Date of an OSS Interface change, Qwest will use production support procedures for maintenance of software as outlined below. Problems encountered by the user will be reported, if at all, to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. Problems reported will be known as IT Trouble Tickets.

A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow this CMP for documenting the meeting as described in Section 3.2. Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly CMP Systems Meeting.

### 12.3 Request for a Production Support Change

The IT Help Desk supports CLECs who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper Subject Matter Expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

Qwest will assign each CLEC generated and Qwest generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be

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implemented immediately by means of an emergency Release of process, software or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into consideration upcoming Patches, Major Releases and Point Releases and any synergies that exist with work being done in the upcoming Patches, Major Releases and Point Releases.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, <http://www.qwest.com/wholesale/systems/productionsupport.html>. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a Patch. Qwest will provide a date for implementation of the Patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a Patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical

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Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.

- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a "Date TBD" status, but will not close the trouble ticket. Once a trouble ticket is placed in "Date TBD" status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track "Date TBD" trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a "Date TBD" trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For "Date TBD" trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the Change Request.

#### 12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

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#### 12.4.1 Systems Problem Requiring a Workaround

If a CLEC is experiencing problems with Qwest because of a system "issue", the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3 resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. Qwest will use its best efforts to retain the CLEC's requested due dates, regardless of whether a work around is required.

#### 12.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC's business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, either on the initial call or at any time while the ticket is open, a CLEC may request the ITWSHD to change the severity level, identifying the reason for the change in severity. If Qwest questions the validity of the change in severity, Qwest will contact the CLEC Severity Escalation Contact who raised the severity for clarification.

##### Severity 1: Critical Impact

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- Critical.
- High visibility
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.
- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

**Examples:**

- Major network backbone outage without redundancy.
- Environmental problems causing multiple system failures.
- Large number of service or other work order commitments missed.
- A Software Defect in an edit which prevents any orders from being submitted.

**Severity 2: Serious Impact**

- Serious
- Moderate visibility
- Moderate to large number of CLECs, or orders affected
- Potentially affects online commitment
- Serious slow response times
- Serious loss of functionality
- Potentially affects production – potential miss of priority batch commitment
- Moderate impact on revenue
- Limited use of product or component
- Component continues to fail. Intermittently down for short periods, but repetitive
- Few or small files lost
- Problems may have a possible bypass; the bypass must be acceptable to CLECs
- Major access down, but a partial backup exists

**Examples:**

- A single company, large number of orders impacted
- Frequent intermittent logoffs
- Service and/or other work order commitments delayed or missed

**Severity 3: Moderate Impact**

- Low to medium visibility

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- Low CLEC, or low order impact
- Low impact on revenue
- Limited use of product or component
- Single CLEC device affected
- Minimal loss of functionality
- Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs
- Automated workaround in place and known. Workaround must be acceptable to CLECs

**Example:**

- Hardware errors, no impact yet

**Severity 4: Minimal Impact**

- Low or no visibility
- No direct impact on CLEC
- Few functions impaired
- Problem can be bypassed; bypass must be acceptable to CLECs
- System resource low; no impact yet
- Preventative maintenance request

**Examples:**

- Misleading unclear system messages causing confusion for users
- Device or software regularly has to be reset, but continues to work

## 12.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets.

- Target Notifications: for tickets that relate to only one reporting CLEC – Target Notifications may be communicated by direct phone calls
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than one CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. Event Notifications will include ticket status (e.g., open, no change, resolved) and as much of the following information as is known to Qwest at the time the notification is sent:
  - Description of the problem
  - Impact to the CLECs (e.g., geographic area, products affected, business implications, other pertinent information available)
  - Estimated resolution date and time if known
  - Resolution if known
  - Severity level
  - Trouble ticket number(s), date and time
  - Work around if defined, including the Call Center Database Reference Ticket number

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- Qwest contact for more information on the problem
- System affected
- Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

## 12.7 Notification Intervals

Qwest will distribute notifications during the IT Help Desk normal hours of operation (Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. MT). Qwest will continue to work severity 1 problems outside of Help Desk hours of operation, and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

Notification Intervals are based on the severity level of the ticket, the ticket's Disposition code (e.g., Initial, Update, Closure, etc.), and status changes.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk. Beginning with the issue's immediate acceptance as multi-CLEC impacting issue, Qwest will create and distribute the Initial notification.

Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes		Notification Interval upon Resolution
1	Within 1 hour	1 hour		Within 1 hour
2	Within 1 hour	1 hour		Within 1 hour
3	Within 4 hours	Workaround Provided	None. Only status <i>changes</i> will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	4 hours	
4	Within 24 hours	Workaround Provided	None. Only status <i>changes</i> will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	Every 48 hours.	

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"Notification Interval for Any Change in Status" means that a notification will be sent out within the time specified from the time a change in status occurs. Qwest will provide updates to those notifications that do not have a workaround until a workaround is established to inform the CLEC that the issue is still under investigation. Qwest will not issue Updates when Qwest has provided a Workaround, but no change in status has occurred. "Notification Interval upon Resolution" means that a notification will be sent out within the time specified from the resolution of the problem.

## 12.8 Process Production Support

Process troubles encountered by CLECs will be reported, if at all, to the ISC Help Desk (Tier 0). In some cases the Qwest Service Manager (Tier 3) may report the CLEC trouble to the ISC Help Desk. Tier 0 will open a Call Center Database Ticket for all reported troubles.

### 12.8.1 Reporting Trouble to the ISC

The ISC Help Desk (Tier 0) serves as the first point of contact for reporting troubles that appear process related. Qwest has seven Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means escalation to one of these seven tiers. Contact information is available through the Service Manager (Tier 3). The Tiers in WSD are as follows:

- Tier 0 – ISC Help Desk
- Tier 1 – Customer Service Inquiry and Education (CSIE) Service Delivery Coordinator (SDC)
- Tier 2 – CSIE Center Coaches and Team Leaders, Duty Pager, Process Specialist
- Tier 3 – Service Manager
- Tier 4 – Senior Service Manager
- Tier 5 – Service Center Director
- Tier 6 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the seven Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 0. Tier 0 will attempt to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or e-mail, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 0 will create a Call Center Database Ticket with a two (2) hour response commitment ("out in 2 hour" status), and provide the ticket number to the CLEC. If Tier 0 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. With respect to whether the trouble is a systems or

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process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

If Tier 0 does not determine that the trouble is a systems issue or is not able to resolve the trouble, Tier 0 will offer the CLEC the option of either a warm transfer to Tier 1 (with the CLEC on the line), or have Qwest place the Call Center Database Ticket into the Tier 1 work queue. Tier 1 will then analyze the ticket and attempt to resolve the trouble or determine if the trouble is a systems or a process issue. If the trouble is a process issue, Tier 1 will notify the Tier 2 process specialist. Tier 2 process specialist will notify all call handling centers (Tier 0, Tier 1 and Tier 2 at each center) of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4.

The reporting CLEC(s) and Qwest will attempt to reach agreement on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC agreement to close the ticket(s). If agreement is not reached, CLEC may escalate through the remaining Tiers.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket, opens a new ticket, and cross-references the closed ticket.

Qwest will use its best efforts to retain the CLEC's requested due dates.

### 12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 0, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 0. In either case, when the association is identified, Tier 0 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and Service Managers (Tier 3) of the issue.

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Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Managers (Tier 3) of the issue and the seven digit ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 0 and provide the Reference Ticket number to assist in resolving the trouble.

### 12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach agreement on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no agreement is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s) and the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the Call Center Database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 2 directly, identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a Call Center Data base ticket with Tier 0 and provide the Reference Ticket number for the work around.

### 12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the ISC Help Desk (Tier 0) that are later determined to be systems issues. Once the ISC Help Desk or higher WSD Tier determines that the issue is the result of a

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system error, that Tier will contact the CLEC and ask if the CLEC would like that Tier to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier agent will contact the ITWSHD, report the trouble and communicate the Call Center Database Ticket to the ITWSHD agent with the CLEC on the line. The ITWSHD agent will provide the CLEC and the WSD agent with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

## 12.9 Communications

When Call Center Database and IT Trouble Tickets are open regarding the same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 2 Process Specialists will be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 2 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. As the circumstances warrant, the WSD Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the information pertinent to ongoing resolution of the trouble.

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## 13.0 TRAINING

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUIs.

### 13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Initial Release Notification for the introduction of a new GUI issued in accordance with the interval specified in Section 7.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the Release.

### 13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued for a change to an existing GUI in accordance with the interval specified in Section 8.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the Release.

CEMP training will not be available before the Release Production Date but will be conducted for ninety (90) days in the live environment after the Release Production date.

### 13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: Web-based, instructor-led, job aids, or conference calls.

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## 14.0 ESCALATION PROCESS

### 14.1 Guidelines

- The Escalation Process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of this CMP.
- The expectation is that escalation should occur only after Change Management procedures have occurred per this CMP.

### 14.2 Cycle

Item must be formally escalated through the CMP Web site, [http://www.qwest.com/wholesale/cmp/escalations\\_dispute.html](http://www.qwest.com/wholesale/cmp/escalations_dispute.html). Alternatively, the issue may be escalated by sending an e-mail to the Qwest CMP escalation e-mail address [cmoesc@qwest.com](mailto:cmoesc@qwest.com).

- Subject line of the escalation e-mail must include:
  - CLEC Company name
  - "ESCALATION"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item being escalated
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
  - Date and time of escalation receipt
  - Date and time of acknowledgement e-mail
  - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.

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- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, <http://www.qwest.com/wholesale/cmo/escalations.html>, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to [cmoesc@qwest.com](mailto:cmoesc@qwest.com) within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints.
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
  - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,
  - For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to this CMP

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## 15.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before this CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below:

- Item must be formally identified through the CMP Web site, [http://www.qwest.com/wholesale/cmp/escalations\\_dispute.html](http://www.qwest.com/wholesale/cmp/escalations_dispute.html). Alternately, a party may send an e-mail to the Qwest CMP Dispute Resolution e-mail address, [cmpdisp@qwest.com](mailto:cmpdisp@qwest.com). Subject line of the e-mail must include:
  - CLEC Company name
  - "Dispute Resolution"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must include appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following:
  - Description of item
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs.

This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time.

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## 16.0 EXCEPTION PROCESS

Qwest and CLECs recognize the need to allow occasional exceptions to this CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from this CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

### 16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request ("Exception Request"). Exception Requests will be submitted in one of two ways:

- If the request pertains to a single, previously submitted, open CR, the Exception Requestor must follow the process described in Section 16.1.1.
- If the Exception Request is not currently addressed in a single, previously submitted, open CR or if the request involves two or more previously submitted, open CRs, the Exception Requestor must complete a CR form and e-mail it to the CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). The Exception Requestor must complete the following sections of the CR form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 16.1.1

#### 16.1.1 Requestor Submits an Exception Request

If the Exception Request pertains to a previously submitted CR, the Exception Requestor must send an e-mail to the CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com), with "EXCEPTION" in the subject line. The text of the request must contain the following information:

- Change Request number(s) of an existing Change Request(s) or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- A clear statement outlining the course of action the Exception Requestor wishes parties to follow and the desired outcome, if the Exception Request is granted (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- Whether the Requestor wishes to have the request considered at the next Monthly CMP Meeting, or requests an Exception Call/Meeting pursuant to Section 16.2 prior to the next Monthly CMP Meeting
- If a CLEC requests an Exception Call/Meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC's desire to have certain Qwest subject matter experts attend the pre-meeting and/or Exception Call/Meeting.

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### 16.1.2 Tracking of an Exception Request

Exception Requests will be identified by adding the suffix "EX" to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the "EX" suffix.

Within one (1) business day after receipt of an Exception Request, Qwest's CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

### 16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the "Exception Notification"). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- "EXCEPTION NOTIFICATION"

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

#### 16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-

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meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what "Yes" and "No" votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- "PRE-MEETING RESULTS - VOTING INSTRUCTIONS"

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what "Yes" and "No" votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

#### 16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

#### 16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- "EXCEPTION NOTIFICATION"

The notification content shall include:

- Requestor

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- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

#### 16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

#### 16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

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#### 16.5 Exception Request Disposition Notification

Qwest will issue a disposition notification, including meeting minutes, within five (5) business days after the close of the Exception Call/Meeting, or the Monthly CMP Meeting, at which the vote was taken. The disposition notification will be posted on the Web site.

#### 16.6 Processing of the Exception Disposition

If the outcome of the vote is to grant the Exception Request, then Qwest may proceed with the agreed to disposition. If the outcome of the vote is not to treat the proposed change as an Exception, the originator may withdraw the Exception designation and continue to pursue its change under the established CMP. The originator of the change may also withdraw the change and discontinue pursuit of the requested change.

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## 17.0 VOTING

When a vote is called, Qwest and CLECs will follow the procedures described below, unless otherwise specified in this CMP.

The Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A total of 51% or more of the votes in favor of (or against) a proposal shall constitute a Majority in this CMP.

The standard for the determination of all issues put to a vote under this CMP is the decision of the Majority, except where a different voting standard is expressly stated in this CMP for a particular issue.

### 17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com), no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- "Voting Proxy"

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

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## 17.2 Participation in the Vote

Any Carrier that is authorized to provide local services in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

### 17.2.1 A Carrier is Entitled To a Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several entities offering local services throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

## 17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining when a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notification will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notification, the notification and any supporting material will be posted on the web site.

### 17.3.1 Notification Content

When a notification is issued, one notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

## 17.4 Voting Procedures

### 17.4.1 Quorum

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting

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is considered present if it submitted an e-mail vote by the time designated in the notification of vote.

- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; i.e., Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the Exception Call/Meeting, the vote shall be postponed for three (3) business days for a second Exception Call/Meeting. At the second Exception Call/Meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second Exception Call/Meeting, Qwest will distribute a notification stating that at this meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

#### 17.4.2 Casting Votes

Once a quorum is established, Qwest will ask for all Voters to place their vote by writing their vote and their company name on a piece of paper. The vote will be either a "Yes," "No" or "Abstain." When all companies have completed their votes, Qwest will collect the ballots. Voters attending by telephone will e-mail their vote to [cmocr@qwest.com](mailto:cmocr@qwest.com), in accordance with Section 17.4.3. After collection of ballots Qwest will read aloud all votes received and collected. If a POC on the phone wishes to vote, but does not have access to a computer, Qwest will arrange with that POC a method to receive its vote. Only votes of "Yes" and "No" will count toward calculating a majority or unanimous decision.

#### 17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, [cmocr@qwest.com](mailto:cmocr@qwest.com). E-mail votes will only be accepted, and included in the tally of the votes, if received prior to the official close of voting during the voting call/meeting.

The subject line of the e-mail must include the following:

- "CLEC BALLOT"
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

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If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

#### 17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting:* The name of the call/meeting
- *Date of Vote:* The date of occurrence
- *Subject:* The topic or issue that is causing the vote
- *Voting Carrier:* The Carrier's company name
- *Voting Participant:* Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes:* Place an 'X' in box if agreed with proposed plan
- *No:* Place an "X" in box if party disagrees with proposed plan
- *Abstain:* Any participant may abstain to place a vote by placing an "X" in the box
- *Result:* Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote by an e-mail notification no later than five (5) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

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## 18.0 OVERSIGHT REVIEW PROCESS

Qwest or a CLEC may identify issues with this CMP using the Oversight Review Process. Issues submitted through this process may include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

This Oversight Review Process is optional. It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires. The submitter is expected to use such available processes. If a submitter chooses to use this process, the following applies.

### 18.1 Guidelines

- A submitter must submit a issue for Oversight Review, as outlined in Section 18.2 or 18.4.4
- A submitter must raise issues within a reasonable period of time after the submitter becomes aware of an issue
- A response to an Oversight Review Issue may be that the resolution requested should be pursued under a different process in this CMP
- If the parties do not agree whether this process applies, the issue will be brought before the CMP Oversight Committee to determine whether the resolution sought by the submitter is available through this process or another documented process in this CMP

### 18.2 Issue Submission

An issue may be presented to the CMP body at a monthly CMP Meeting as part of the standing agenda item relating to the operation and effectiveness of CMP (See Section 2.1) or may be formally submitted by an e-mail to [cmoesc@qwest.com](mailto:cmoesc@qwest.com) and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

The submission e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Description of issue
- Basis for considering the matter an Oversight Review Issue

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- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable
- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include "CMP OVERSIGHT REVIEW ISSUE SUBMISSION."

### 18.3 Issue Resolution

#### 18.3.1 Response

The carrier cited in the original submission must respond by e-mail to [cmpesc@qwest.com](mailto:cmpesc@qwest.com). Subject line of the Oversight Review Issue response e-mail must include:

- Company name
- "CMP Oversight Review ISSUE RESPONSE"

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable
- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include "RESPONSE TO CMP OVERSIGHT REVIEW ISSUE."

#### 18.3.2 Issue Meeting

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter's meeting request. One of the matters to be addressed at this meeting is whether additional

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meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such discussions are concluded. The subject of the notification must include "OUTCOME OF CMP OVERSIGHT REVIEW ISSUE"

#### 18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to [cmoesc@qwest.com](mailto:cmoesc@qwest.com).

#### 18.3.4 Escalation or Dispute Resolution

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

### 18.4 CMP Oversight Committee

#### 18.4.1 Membership

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: <http://www.qwest.com/wholesale/cmp/coc.html>. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

#### 18.4.2 Role of the CMP Oversight Committee

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

#### 18.4.3 Meetings of the CMP Oversight Committee

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of

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a scheduled monthly CMP Meeting. In addition to the CMP Oversight Committee members, other persons may participate in the CMP Oversight Committee meetings to assist the committee in understanding the issues, however, final recommendations to the CMP body may only be made by the CMP Oversight Committee members. In order to conduct a meeting of the CMP Oversight Committee, a majority of its members must be present in person or by teleconference.

#### 18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee

Oversight Review issues may be submitted to the CMP Oversight Committee in a number of ways:

- When parties disagree on the application of the Oversight Review Issue Submission Process to an issue that is raised (See Section 18.1)
- A party submitting a CMP Oversight Review Issue under Section 18.2, may direct that the issue be brought to the CMP Oversight Committee;
- During the process under Section 18.3, or once that process is completed, a CMP participant may raise the Oversight Review Issue to the CMP Oversight Committee;
- A CMP Oversight Review Issue may be referred to the CMP Oversight Committee during a Monthly CMP Meeting

#### 18.4.5 CMP Oversight Review

Qwest must issue a notification announcing that a CMP Oversight Review Issue has been referred to the CMP Oversight Committee within two (2) business days after such referral is made. This notification will provide the information for the meeting of the CMP Oversight Committee. The subject of the notification will include "POTENTIAL CMP OVERSIGHT REVIEW ISSUE REFERRED TO THE CMP OVERSIGHT COMMITTEE." The notification will solicit from committee members and submitting carrier, dates during the next ten (10) calendar days on which they are available to meet to address the issue. Qwest will establish a meeting date will be established based on the members' and submitting carrier's availability.

#### 18.4.6 Status and Recommendations of the CMP Oversight Committee

Status of outstanding Oversight Review issues will be provided at the monthly CMP meetings and will be posted on Qwest's Wholesale CMP website at the following URL: [www.qwest.com/wholesale/coc.html](http://www.qwest.com/wholesale/coc.html). Recommendations of the CMP Oversight Committee will be distributed to the CMP by e-mail notification with a heading that includes "RECOMMENDATION OF THE CMP OVERSIGHT COMMITTEE." Such notifications will state the issue and briefly describe the recommendation and include a link to more detailed information about the issue. Recommendations of the CMP Oversight Committee will be included on the agenda for the next monthly CMP meeting for discussion by the CMP body. If there is not agreement on a single recommendation by the CMP Oversight Committee, the notification will include the competing recommendations discussed by the CMP Oversight Committee.

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## APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
<b>Category A: Not Rank Eligible</b>											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Low, Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
<b>Category B: Above the Line</b>											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale FOTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
<b>Category C: Rank Eligible</b>											
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

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## APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shift Size	Est LOE Min	Est LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled DID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in EDI responses	Eschelon	IMA EDI		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view Completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDLSL orders	WorldCom	IMA Common	HDLSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

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## APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Chan Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & EDI Maps (FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	Flowthrough on Sup 2 Category Due Date	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR01901-1	Allow customers to move and change local service providers at the same time. (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6
5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

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## APPENDIX D: SAMPLE CHANGE REQUEST FORM - AS OF 03/03/05

## CHANGE REQUEST FORM

CR # \_\_\_\_\_ Status: \_\_\_\_\_  
 Originated By: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 Company: \_\_\_\_\_ Internal Ref# \_\_\_\_\_  
 Originator: \_\_\_\_\_  
 Name, Title, and email/phone# \_\_\_\_\_

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

☐ Product/Process ☐ System

Exception Process Requested: Please click appropriate boxes

☐ Yes ☐ No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

☐ Exception call/meeting requested

☐ Qwest SME(s) requested at Pre-Meeting (list if required) \_\_\_\_\_

Available Dates/Time for  
Clarification/Exception Pre-  
Meeting

1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

☐ Regulatory

☐ Industry Guideline; Indicate industry forum: \_\_\_\_\_

Title of Change: \_\_\_\_\_

Description of Change/Exception: \_\_\_\_\_

Expected Deliverables/Proposed Implementation Date (if applicable): \_\_\_\_\_

## OPTIONAL - COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

<input type="checkbox"/> Ancillary	_____	<input type="checkbox"/> LNP	_____
<input type="checkbox"/> LIDB	_____	<input type="checkbox"/> Private Line	_____
<input type="checkbox"/> 8XX	_____	<input type="checkbox"/> Resale	_____
<input type="checkbox"/> 911	_____	<input type="checkbox"/> Switched Service	_____
<input type="checkbox"/> Calling Name	_____	<input type="checkbox"/> UDIT	_____
<input type="checkbox"/> SS7	_____	<input type="checkbox"/> Unbundled Loop	_____
<input type="checkbox"/> AN	_____	<input type="checkbox"/> UNE	_____
<input type="checkbox"/> DA	_____	<input type="checkbox"/> Switching	_____
<input type="checkbox"/> Operation Services	_____	<input type="checkbox"/> Transport ( Include EUDIT)	_____
<input type="checkbox"/> INP	_____	<input type="checkbox"/> Loop	_____
<input type="checkbox"/> Centrex	_____	<input type="checkbox"/> UNE-P	_____
<input type="checkbox"/> Collocation	_____	<input type="checkbox"/> EEL (UNE-C)	_____
<input type="checkbox"/> Physical	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Virtual	_____	<input type="checkbox"/> Wireless	_____
<input type="checkbox"/> Adjacent	_____	<input type="checkbox"/> LIS / Interconnect	_____
<input type="checkbox"/> ICDF Collocation	_____	<input type="checkbox"/> EICT	_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Tandem Trans. / TST	_____
<input type="checkbox"/> Enterprise Data Source	_____	<input type="checkbox"/> DTT / Dedicated Transport	_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Tandem Switching	_____
<input type="checkbox"/> Local Switching	_____		

Area Impacted: Please click appropriate box.

- ☐ Pre-Ordering      ☐ Provisioning  
☐ Ordering  
☐ Billing  
☐ Maintenance / Repair      ☐ Other \_\_\_\_\_

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

- ☐ LSR      ☐ End User (EU)      ☐ Resale (RS)      ☐ Resale Split (RSS)  
☐ Centrex (CRS)      ☐ Resale Pvt. Line (RPL)      ☐ Hunt Group (HGD)      ☐ Loop Service (LS)  
☐ Centrex Split (CRSS)      ☐ Port Service (PS)      ☐ Number Port (NP)      ☐ Loop Service w/NP (LSNP)  
☐ Frame Relay (RFR)      ☐ DID Resale (DRS)      ☐ Directory Listings (DL)  
☐ Other \_\_\_\_\_

- ☐ N - New      ☐ C - Change      ☐ D - Disconnect      ☐ T - Outside Move  
☐ M - Inside Move      ☐ Y - Deny      ☐ L - Seasonal Suspend      ☐ W - Conversion As Is  
☐ B - Restore      ☐ R - Record      ☐ Z - Conv as Spec/No DL      ☐ V - Conversion As Spec  
☐ Other \_\_\_\_\_

- ☐ Address Validation      ☐ CSR      ☐ TN Reservation      ☐ Loop Qual  
☐ Facility Avail.      ☐ Service Avail.      ☐ CFA Validation      ☐ Appointment Scheduler  
☐ Raw Loop Data      ☐ DLR      ☐ Meet Point      ☐ Listing Reconciliation  
☐ Cancel      ☐ Other \_\_\_\_\_

- ☐ Local Response      ☐ Completion      ☐ PSOR      ☐ Billing Completion  
☐ Status Updates      ☐ Status Inquiry      ☐ LSR Notice Inquiry      ☐ LSR Status Inquiry  
☐ DSRED      ☐ Batch Hot Cut      ☐ Provider Notification      ☐ Other \_\_\_\_\_

OSS Interfaces Impacted: Please click all appropriate boxes.

- ☐ CEMR      ☐ IMA EDI      ☐ MEDIACC      ☐ QORA  
☐ EXACT      ☐ IMA GUI      ☐ Product Database      ☐ Wholesale Billing Interface  
☐ Directory Listing      ☐ HEET      ☐ SATE      ☐ Other \_\_\_\_\_

000277

## Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

Product/Process and System CRs may be submitted to Qwest via e-mail at: [cmpcr@qwest.com](mailto:cmpcr@qwest.com)

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

### Submitted By

- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

### Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

### Exception Process Requested

- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

### Regulatory or Industry Guideline CR

- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

### Title of Change

- Enter a title for this CR. This should concisely describe the CR.

### Description of Change/Exception

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

### Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

### Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

### Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

### OSS Interfaces Impacted – Optional



- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

## APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

### SAMPLE

#### Qwest Wholesale Change Management Process (CMP)

#### Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRP does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRP). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to [cmoesc@qwest.com](mailto:cmoesc@qwest.com). All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

#### Primary Technical Contact

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

#### Primary Billing Contact

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date Received: \_\_\_\_\_ (Completed by Qwest CMP Manager)

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRP:

2. Provide reason for invoking the SCRP.

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3. Provide proposed release to include CR in or proposed implementation date.

---

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4. Provide any additional information that you feel would assist Qwest in preparing the SCRP quote.

---

---

5. List contact information for any other companies joining in the SCRP.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRP mailbox ([cmpescr@qwest.com](mailto:cmpescr@qwest.com)). The subject line of the e-mail message must include:

- "SCRP FORM"

- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

## APPENDIX F: CLEC-QWEST VOTING TALLY FORM

Name of Call/Meeting:	
Date of Vote:	

Subject:	
----------	--

Voting Carrier	Voting Participant (in person, by phone, or by email)	Vote		
		YES	NO	Abstain

Result:	
---------	--

## DEFINITION OF TERMS

Term	Definition
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Design, Development, Notification, Testing, Implementation and Disposition	<p>Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR.</p> <p>Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements.</p> <p>Notification: The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product &amp; Process changes</p> <p>Testing: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing.</p> <p>Implementation: The execution of the steps and processes necessary in order to make a new Release of a computer system available in a particular environment. These environments are usually testing environments or production environments.</p> <p>Disposition: A final settlement as to the treatment of a particular Change Request.</p>
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.
Level of Effort	Estimated range of hours required to implement a Change

Term	Definition
	Request
OSS Interface	Existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users.
<p>OSS Interface Application to Application Testing</p> <ul style="list-style-type: none"> <li>• Controlled Production Testing</li> <li>• Initial Implementation Testing</li> <li>• Migration Testing</li> <li>• Regression Testing</li> </ul>	<p>Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.</p> <p>Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities.</p> <p>Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface.</p> <p>Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.</p>
<p>Release</p> <ul style="list-style-type: none"> <li>• Major Release</li> <li>• Point Release</li> <li>• Patch Release</li> </ul>	<p>A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface. There are three types of Releases for IMA.:</p> <ul style="list-style-type: none"> <li>• Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via EDI changes, GUI changes, technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC originated and Qwest originated).</li> <li>• Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The Point Release is used to fix bugs introduced in previous Releases, apply technical changes, make changes to the GUI, and/or deliver</li> </ul>

Term	Definition
	<p>enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release.</p> <ul style="list-style-type: none"> <li>• Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.</li> </ul>
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request. When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	<p>Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include:</p> <ul style="list-style-type: none"> <li>• A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping</li> </ul>



Term	Definition
	<p>examples, data dictionary</p> <p>Technical Specification Appendices for IMA include:</p> <ul style="list-style-type: none"> <li>• Developer Worksheets</li> <li>• IMA Additional Edits (edits from backend OSS Interfaces)</li> <li>• Developer Worksheets Change Summary (field by field, Release by Release changes)</li> <li>• EDI Mapping and Code Conversion Changes (Release by Release changes)</li> <li>• Facility Based Directory Listings</li> <li>• Generic Order Flow Business Model</li> </ul> <p>The above list may vary for non-IMA application to application interfaces.</p>
Version	A version is the same as an OSS Interface Release (Major or Point Release)



April 3, 2006  
*By Overnight Express delivery*

Kenneth Beck  
Regional Vice President  
Qwest Communications, Inc.  
1801 California St, Floor 24  
Denver, CO 80202

Qwest Communications, Inc.  
Director—Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

Qwest Communications, Inc.  
General Counsel, Law Department  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the  
Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206  
(#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587;  
PON # AZ657718T1FAC); Joint McLeod-Eschelon Escalation #39 Re.  
PROS.09.12.05.F.03242.Expedites\_Escalations\_V27 – Denied by Qwest 11/4/05;  
Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Attempts to resolve this issue have been unsuccessful. On the call on Friday, Qwest repeated its intent to continue to refuse to comply with the repair and expedite provisions of the current interconnection agreements between the parties for unbundled loops in these types of situations. (For further description of the facts, see my letter to Qwest dated March 21, 2006.)

Qwest also indicated that it had not received assurances that Eschelon is willing to pay charges to Qwest when this type of situation occurs. That is incorrect. Eschelon has previously made those assurances and makes them again in this letter. As we discussed on the call, from the end user customer's perspective, an out of service condition caused by a disconnect in error is a repair, as the end user customer did not request any change in service and yet is out of service. Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service. Qwest indicated that it disagrees that repair terms apply

and said that Eschelon must submit and expedite an order and pay associated charges to re-establish service.

Therefore, as indicated on Friday's call, whenever Eschelon requests an expedite for an unbundled loop order and Qwest grants the request, Eschelon will pay the charges pursuant to the current interconnection agreements associated with installation, dispatch, and expedites. Qwest will not deny the expedite requests for any product based on an alleged need for a contract amendment or other arbitrary or discriminatory reason. The charges Eschelon will pay includes the installation charge for the order requesting the expedite. Installation charges cover the costs of the work activities to process the order. (In an expedite situation, the same work activities take place; they simply occur earlier.) Although the installation charges generally also include the cost of a dispatch, if Qwest dispatches a technician to complete an expedite, Eschelon will also pay the dispatch charge. (When the dispatch cost is included in the installation charge, this is a double recovery by Qwest.) If Qwest spends additional time due to the expedite itself, Eschelon will also pay the half hourly labor rate (which in Arizona is the same rate whether billed as repair or additional labor, other) for that time. Payment of these charges is provided for under the current interconnection agreements, and no amendment is necessary.

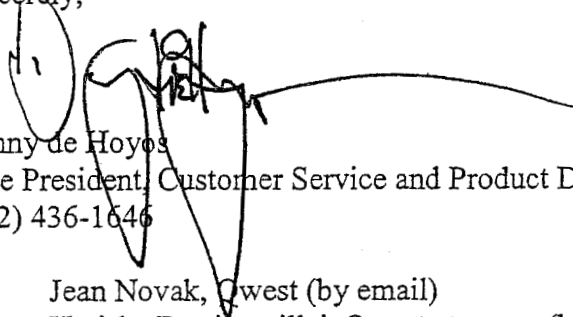
Eschelon understands that Qwest reserves its rights to argue different terms should apply under the new interconnection agreements. (For example, by charging such terms under the current interconnection agreements, Qwest said it is not conceding that such charges are 251/252 charges, and Qwest may take a different position in arbitration of the new interconnection agreements.) Eschelon also reserves all of its rights with respect to negotiation and arbitration of the new interconnection agreements. Eschelon asks Qwest to proceed as described in this letter to allow all of the parties to focus on completing those new agreements, which will resolve this issue going forward under the new agreements.

If, however, Qwest continues to refuse to provide expedites under the current interconnection agreements without amendment, Eschelon reserves its right to ask the commissions to find that it pay no charge pursuant to the nondiscrimination provisions of the interconnection agreements in those situations in which Qwest does not charge itself and its end user customers, including disconnects in error and conditions that Qwest has identified in its Expedites Requiring Approval process. This applies to unbundled loops as well as other products.

Eschelon is represented by counsel in this matter. Please direct all further communications regarding this matter to Jeff Oxley and Karen Clauson. They may also identify outside counsel.

Mr. Beck, Director of Interconnection, General Counsel  
April 3, 2006  
Page 3 of 3

Sincerely,



Danny de Hoyos  
Vice President, Customer Service and Product Delivery  
(612) 436-1646

cc: Jean Novak, Qwest (by email)  
Harisha Bastiampillai, Qwest attorney (by email)  
Christine Siewert, Qwest (by email)  
Larry Christensen, Qwest (by email)  
Mike Henderson (by email)  
Ronda Knudson (by email)  
Bill Markert (by email)  
Doug Denney, Eschelon (by email)  
Bonnie Johnson, Eschelon (by email)  
Karen L. Clauson, Eschelon (by email)  
J. Jeffery Oxley, Eschelon (by email)

**Expedites for Design Services Amendment  
to the Master Services Agreement between  
Qwest Corporation and**

---

This is an Amendment ("Amendment") for Expedites for Design Services to the Master Services Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and \_\_\_\_\_ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into a Master Services Agreement which includes a Service Exhibit providing access to Qwest Platform Plus™ products (QPP™ - MSA) ("Agreement") for service in the state(s) of \_\_\_\_\_.

WHEREAS, CLEC wishes to purchase Expedites for Design Services in the following states:

AZ \_\_\_\_\_  
CO \_\_\_\_\_  
ID \_\_\_\_\_  
IA \_\_\_\_\_  
MN \_\_\_\_\_  
MT \_\_\_\_\_  
NE \_\_\_\_\_  
NM \_\_\_\_\_  
ND \_\_\_\_\_  
OR \_\_\_\_\_  
SD \_\_\_\_\_  
UT \_\_\_\_\_  
WA \_\_\_\_\_  
WY \_\_\_\_\_

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon execution, upon the following conditions. CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the

provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

### **Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT 1

**1.0 Expedites for Design Services**

based on the standard interval in the SIG, ICA, or ICB criteria.

**1.1 Description**

- 1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

**1.4 Ordering Process**

- 1.4.1 CLEC will request an expedite on a Local Service Request (LSR).
- 1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

**1.2 Terms and Conditions**

- 1.2.1 When Qwest receives an LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.
- 1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.
- 1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

**1.3 Rate Elements**

- 1.3.1 The expedite charge identified in Exhibit A applies per order for every day that the due date interval is shortened,

**Exhibit A**

				Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event		\$200.00



**Exhibit A  
Arizona\***

		Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
9.2.3.5	OC-n Capable Loop			See 9.2.7			
9.2.3.5.1	OC - 3	\$834.95			5		
9.2.3.5.2	OC - 12	\$1,268.67			5		
9.2.3.5.3	OC - 48	\$3,305.99			5		
9.2.3.6	2-Wire Extension Technology	\$4.06			A		
9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	\$0.37			5		
9.2.4	Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified in Section 9.2.2.5 above).	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation						
9.2.4.1.1	First			\$53.86			A
9.2.4.1.2	Each Additional			\$46.40			A
9.2.4.2	Basic Installation with Performance Testing						
9.2.4.2.1	First			\$117.30			A
9.2.4.2.2	Each Additional			\$84.16			A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1	First			\$141.67			A
9.2.4.3.2	Each Additional			\$84.16			A
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First			\$58.18			A
9.2.4.4.2	Each Additional			\$50.73			A
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First			\$117.30			A
9.2.4.5.2	Each Additional			\$84.16			A
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
9.2.5.1.1	First			\$87.93			A
9.2.5.1.2	Each Additional			\$67.58			A
9.2.5.2	Basic Installation with Performance Testing						
9.2.5.2.1	First			\$169.69			A
9.2.5.2.2	Each Additional			\$124.27			A
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.5.3.1	First			\$194.07			A
9.2.5.3.2	Each Additional			\$124.27			A
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.5.4.1	First			\$93.49			A
9.2.5.4.2	Each Additional			\$73.14			A
9.2.5.5	Basic Installation with Cooperative Testing						
9.2.5.5.1	First Loop			\$169.69			A
9.2.5.5.2	Each Additional			\$124.27			A
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
9.2.6.1.1	First			\$87.93			A
9.2.6.1.2	Each Additional			\$67.58			A
9.2.6.2	Basic Installation with Performance Testing						
9.2.6.2.1	First			\$169.69			A
9.2.6.2.2	Each Additional			\$124.27			A
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.6.3.1	First			\$194.07			A
9.2.6.3.2	Each Additional			\$124.27			A
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.6.4.1	First			\$93.49			A
9.2.6.4.2	Each Additional			\$73.14			A
9.2.6.5	Basic Installation With Cooperative Testing						
9.2.6.5.1	First			\$169.69			A
9.2.6.5.2	Each Additional			\$124.27			A
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5					
9.2.7.1	Basic Installation						
9.2.7.1.1	First			\$87.93			A

**Exhibit A  
Arizona\***

		Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
10.5.2	Reload of Database, per Listing	\$0.02			2, 5		
10.5.3	Daily Updates, per Listing	\$0.025			2, 5		
10.5.4	One-time Set-Up Fee, per Hour			\$82.22			2, 5
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission	\$0.00			2, 5		
10.5.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00			2, 5		
10.5.5.3	Shipping Charges (for tape delivery)			ICB			5
10.6	<b>Toll and Assistance Operator Services, Facility Based Providers,</b>						
10.6.1	<b>Option A -- Per Message</b>						
10.6.1.1	Operator Handled Calling Card	\$1.45			2, 5		
10.6.1.2	Machine Handled Calling Card	\$0.60			2, 5		
10.6.1.3	Station Call	\$1.50			2, 5		
10.6.1.4	Person Call	\$3.50			2, 5		
10.6.1.5	Connect to Directory Assistance	\$0.75			2, 5		
10.6.1.6	Busy Line Verify, per Call	\$0.72			2, 5		
10.6.1.7	Busy Line Interrupt	\$0.87			2, 5		
10.6.1.8	Operator Assistance, per Call	\$0.87			2, 5		
10.6.2	<b>Option B -- Per Operator Work Second and Computer Handled Calls</b>						
10.6.2.1	Operator Handled, per Operator Work Second	\$0.181			2, 5		
10.6.2.2	Machine Handled, per Call	\$0.25			2, 5		
10.6.2.3	Call Branding, Set-Up & Recording			\$10,500.00			2, 5
10.6.2.4	Loading Brand/Per Switch			\$175.00			2, 5
10.7	<b>Access to Poles, Ducts, Conduits and Rights of Way</b>						
10.7.1	Pole Inquiry Fee, per Mile			\$317.28			2, 5
10.7.2	Innerduct Inquiry Fee, per Mile			\$381.38			2, 5
10.7.3	ROW Inquiry Fee			\$140.95			2, 5
10.7.4	ROW Document Preparation Fee			\$140.95			2, 5
10.7.5	Field Verification Fee, per Pole			\$35.24			2, 5
10.7.6	Field Verification Fee, per Manhole			\$140.95			2, 5
10.7.7	Planner Verification, per Manhole			\$15.72			2, 5
10.7.8	Manhole Verification Inspector per Manhole			\$281.90			2, 5
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$422.85			2, 5
10.7.10	Intentionally Left Blank						
10.7.11	Pole Attachment Fee, per Foot, per Year						
10.7.11.1	Urban						
10.7.11.1.1	2004	\$3.23			4		
10.7.11.1.2	2005	\$3.47			4		
10.7.11.2	Non-Urban						
10.7.11.2.1	2004	\$4.64			4		
10.7.11.2.2	2005	\$5.23			4		
10.7.12	Innerduct Occupancy Fee, per Foot, per Year	\$0.36			4		
10.7.13	Access Agreement Consideration			\$10.00			2
10.7.14	Make Ready			ICB			5
12.0	<b>Operational Support Systems</b>						
12.1	Development and Enhancements, per Order			Under Development			
12.2	Ongoing Maintenance, per Order			Under Development			
12.3	Daily Usage Record File, per Record	No Charge at this time			5, 12		
12.4	Trouble Isolation Charge			See Section 9.20			
17.0	<b>Bona Fide Request Process</b>						
17.1	Processing Fee			\$2,367.93			A

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02

B: Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02

C: Cost Docket T-00000A-00-0194 Phases II & IIA Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

[1] Rate not addressed in Cost Docket (estimated TELRIC).

[2] Market-based rates

[3] ICB, Individual Case Basis pricing.

[4] Rates per FCC Guidelines.

[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.

[6] When intrastate tariff DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.

[7] Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05. Qwest can't bill the current rate structure, but will bill customers the lowest rate.

FILED  
JUL 27 2000

*Renee*

BEFORE THE ARIZONA CORPORATION COMMISSION  
**DOCKETED**

CARL J. KUNASEK  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER

JUL 25 2000

DOCKETED BY  
**AT**

IN THE MATTER OF THE APPLICATION OF  
ESCHELON TELECOM OF ARIZONA, INC. FOR  
A CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO PROVIDE FACILITIES-BASED  
AND RESOLD INTRASTATE  
TELECOMMUNICATIONS SERVICES AND  
PETITION FOR COMPETITIVE  
CLASSIFICATION OF PROPOSED SERVICES

DOCKET NO. T-03406A-99-0742

DECISION NO. 62751

**OPINION AND ORDER**

DATE OF HEARING: June 28, 2000  
PLACE OF HEARING: Phoenix, Arizona  
ADMINISTRATIVE LAW JUDGE: Mr. Stephen Gibelli  
APPEARANCES: Michael T. Hallam, LEWIS AND ROCA LLP, on behalf of Eschelon Network, Inc. d/b/a Eschelon;  
Theresa Dwyer, FENNEMORE CRAIG, P.C., on behalf of U S WEST, and,  
Robert Metli, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

**BY THE COMMISSION:**

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

**FINDINGS OF FACT**

1. Eschelon Telecom of Arizona, Inc., formerly known as Advanced Telecommunications, Inc. ("Applicant" or "Eschelon") is a Delaware corporation, authorized to do business in Arizona since 1999.
2. On December 23, 1999, Applicant submitted to Docket Control of the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive facilities-based and resold local exchange and interexchange telecommunications services statewide.

000370

local exchange companies provide 2-PIC equal access;

- (k) That Eschelon be required to certify that all notification requirements have been completed prior to a final determination in this proceeding,
- (l) That Eschelon be required to notify the Commission immediately upon any changes to Eschelon's address or telephone number; and,
- (m) That Eschelon be required to abide by all Commission rules and regulations.

19. At the hearing, Eschelon agreed to abide by all of Staff's recommendations.

20. On June 22, 2000, U S WEST filed comments requesting that Eschelon's Certificate be geographically limited to the areas that it can serve and intends to serve in the near future; that the Commission should specify that Eschelon is a public service corporation and it is required to operate as a carrier of last resort; and that Eschelon should be subject to fair rate of return and rate base requirements.

#### CONCLUSIONS OF LAW

1. Applicant is a public service corporation within the meaning of Article XV of the Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

2. The Commission has jurisdiction over Applicant and the subject matter of the application.

3. Notice of the application was given in accordance with the law.

4. A.R.S. § 40-282 allows a telecommunications company to file an application for a Certificate to provide competitive telecommunications services.

5. Pursuant to Article XV of the Arizona Constitution as well as the Arizona Revised Statutes, it is in the public interest for Applicant to provide the telecommunications services set forth in its application.

6. With the conditions stated below, Eschelon is a fit and proper entity to receive a Certificate authorizing it to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.

7. The telecommunications services that the Applicant intends to provide are competitive within Arizona.

**Announcement Date:** September 20, 2001  
**Effective Date:** Immediately

**Document Number:** PROD.09.20.01.F.00087.F.BFR SR. POA LOA. Expedites  
**Notification Category:** Product Notification  
**Target Audience:** CLECs

**Subject:** Updates to Product Catalog for Bona Fide Request and Special Request, Expedites and Escalations, Proof of Agency and Letter of Agency

TO:

Beginning September 22, 2001, Qwest will issue updates to its Wholesale Product Catalog on methods and procedures for Bona Fide Request (BFR) and Special Request (SR) Processes, Expedites and Escalations, and Proof of Agency (POA) and Letter of Authority (LOA.)

Qwest has enhanced sections of its Business Procedures site to provide a more efficient means for CLECs to obtain procedural information. You will find a summary of these updates on the attached Web Change Notification Forms. You will also find these procedural updates within the Qwest Wholesale Web Site at these locations:

- BFR SR <http://www.qwest.com/wholesale/preorder/bfrsrprocess.html>
- Expedites & Escalations <http://www.qwest.com/wholesale/clecs/exesclover.html>
- POA/LOA <http://www.qwest.com/wholesale/preorder/index.html>

Some modifications were made based on changes to the Statement of Generally Accepted Terms and Conditions (SGAT). You will find the SGAT documents at: <http://www.qwest.com/about/policy/sgats/>.

You are encouraged to provide feedback to this notice through our web site. We provide an easy to use feedback form at <http://www.qwest.com/wholesale/feedback.html>. A Qwest representative will contact you shortly to discuss your suggestion.

Sincerely,

Qwest

Note: While these updates reflect current practice, it is important to note that there are additional changes that will be forthcoming as a result of ongoing regulatory activities e.g., collaborative workshops and state commission orders. As these changes are defined and implementation dates are determined, notice of additional updates will be provided accordingly.

## WEB CHANGE NOTIFICATION FORM:

**Attention:** Changes have been made to the Qwest Wholesale Markets Web Page URL  
<http://www.qwest.com/wholesale/>

**Product(s) Affected:** Bona Fide Request (BFR) and Special Request (SR) Processes

**Effective Date:** September 21, 2001

The new Bona Fide Request (BFR) and Special Request (SR) Processes Product Catalog will be posted to the Wholesale Markets Web page at the following URL:  
<http://www.qwest.com/wholesale/preorder/bfrsrprocess.html>.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/scats/>

Section	Sub Section	UPDATE / ACTIVITY
All Sections		<ul style="list-style-type: none"> <li>The PCAT has been updated to reflect enhanced description and process information.</li> </ul>
Product Description		<ul style="list-style-type: none"> <li>The Bona Fide Request (BFR) and Special Request (SR) Processes PCAT has been updated to clarify information about the process.</li> </ul>
Terms and Conditions		<ul style="list-style-type: none"> <li>Provides information on when the BFR and SR processes should be used.</li> </ul>
Pricing	Rates	<ul style="list-style-type: none"> <li>Hyperlinks to the SGAT established.</li> </ul>
Features/ Benefits		<ul style="list-style-type: none"> <li>Explains the benefit derived from process use.</li> </ul>
Implementation	Pre-Ordering	<ul style="list-style-type: none"> <li>Identifies the requirements associated with the BFR process, hyperlink established to the BFR Application form.</li> <li>Identifies the requirements associated with the SR process, hyperlink established to the SR Application form.</li> </ul>
Implementation	Ordering	<ul style="list-style-type: none"> <li>The ordering process is explained.</li> </ul>
Implementation	Provisioning	<ul style="list-style-type: none"> <li>Processing intervals are addressed in the SGAT, hyperlinks to the SGAT established.</li> </ul>
Billing		<ul style="list-style-type: none"> <li>Identified the Billing system used and hyperlinks to the Billing and Receivable Tracking (BART) web page.</li> </ul>
Training		<ul style="list-style-type: none"> <li>Applicable training courses available to the CLEC.</li> </ul>
Contacts		<ul style="list-style-type: none"> <li>Hyperlink established to the CLEC and Reseller Center Contacts web page.</li> </ul>

000023

## WEB CHANGE NOTIFICATION FORM:

**Attention:** Changes have been made to the Qwest's Wholesale Markets Web Page  
URL <http://www.qwest.com/wholesale/>

**Product(s) Affected:** All Wholesale Products and Services

**Effective Date:** September 21, 2001

The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL: <http://www.qwest.com/wholesale/clecs/exesclover.html>.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sqats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description	Introduction	Improve communications with Wholesale customers doing business with Qwest providing them an overview of how to interface with Qwest for Expedites and Escalations.
Introduction	Expedites	Defines an expedite as a request for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date, outlines Qwest's expedite process explaining that internal approval is required, to ensure resource availability, the valid expedite reasons and who to contact if an expedite situation occurs.
Introduction	Escalations	Defines an escalation is a request for status or intervention around a missed critical date. Explains Qwest pro-actively escalates critical dates in jeopardy and who to contact for an escalation, if our Wholesale customers find it necessary to initiate an escalation. Summarizes Qwest's escalation flow, from Service Delivery Coordinator to Senior Director/Vice President level, to resolve an escalation.
Escalations	Escalations - Maintenance and Repair	Links Wholesale customers to Maintenance and Repair web page providing an overview of Qwest's Maintenance and Repair process flow.
Contacts		Identifies contact phone numbers for LSR and ASR expedites and escalations as well as Maintenance and Repair.

000024

## WEB CHANGE NOTIFICATION FORM:

**Attention:** Changes have been made to the Qwest's Wholesale Markets Web Page  
URL <http://www.qwest.com/wholesale/>

**Product(s) Affected:** All Wholesale Products and Services

**Effective Date:** September 21, 2001

The new Proof of Authorization / Letter of Agency Overview will be posted to the Wholesale Markets Web page at the following URL <http://www.qwest.com/wholesale/preorder/index.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sqats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description		Enhance description of Proof of Authorization (POA) / Letter of Agency (LOA) combining requirements and impact to improve communication with Wholesale customers doing business with Qwest.
Product Description		Defines methods for obtaining a Letter of Agency, also called a Letter of Authorization (LOA) and contents required within the LOA document.
Product Description		Provides examples of an end-user and a CLEC to CLEC LOA.
Product Description		Outlines POA requirements and impact should a conflict exist between end-user's designation and CLEC/Reseller's written evidence. Qwest honors end-user's designated, changing them back to previous provider and, if applicable, charging the CLEC/Reseller a Customer Transfer Charge slamming fee.
Product Description		Explains Qwest follows these same POA/LOA requirements with the same impacts.

000025



for Provisioning.” Eschelon supported Covad’s request, so long as the imposition of charges was optional and the expedites meeting the criteria were still available (at no additional charge). In Qwest’s May 12, 2004 Response to the Covad CR, Qwest reassured CLECs that: “If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used.” See [http://www.qwest.com/wholesale/cmp/archive/CR\\_PC021904-1.htm](http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm).

In Qwest’s July 15, 2004 Response to Eschelon’s comments on Covad’s CR, Qwest added: “If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest’s Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers *because of existing contractual obligations*, so is offering those customers *two options*: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an *additional option*. *If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT*, they are given the same opportunity at having the due date requested. This comment is accepted.” (emphasis changed): [http://www.qwest.com/wholesale/downloads/2004/040715/DNLD\\_QwestResponse\\_Exp\\_Escl\\_V11.doc](http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc)).

In Qwest’s June 29, 2004 announcement related to Covad’s CR, Qwest said: “Qwest is modifying/changing the existing manual Expedite process to incorporate *two processes*. These are described as Pre-Approved and Expedites Requiring Approval” (emphasis added).

Qwest’s own responses and announcement show that the Covad CR did nothing to alter or eliminate the Expedites Process requiring approval, which remained available for expedites of loop orders when the conditions were met, in addition to the Covad-initiated option, without an ICA amendment. In contrast, Qwest claims in ¶14(B) of its Answer, that “Qwest worked on the process with the industry in CMP for 18 months – from February 2004 to July 2005. Qwest then gave the industry – including Eschelon – until January 2006 to prepare for the new process.” Nothing in Qwest’s responses and announcement, however, suggested that there was going to be an “old process” and a “new process.” Qwest clearly stated that there were “two options” (see above), denying that one process would replace the other. CLECs had no reason, therefore, to “prepare” for a new process.

Announcement/Effective Dates: June 29, 2004/July 31, 2004

Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (*except for 2/4 wire analog loops*)

Exclusive process for loops? *No*. The Expedites Process (a/k/a “Expedites Requiring Approval”) is still available for all products for no additional charge, if the Original

Conditions are met.<sup>11</sup> For example, Qwest provided expedites at no additional charge to Eschelon that completed on January 10, 2005 (AZ PON 467137RAK), and May 11, 2005 (AZ PON CAZ5016941TIH).

Expedite Charge/ Pre-Approved Expedite Process: \$200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be \$1,000).

Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment, order products on specified list, and payment of additional charge. No need to meet Original Conditions listed above to obtain an expedite at the \$200 per day expedited rate.

Background (see attached documents):

2/20/04 – Covad submitted a Change Request (CR) requesting a process to expedite installations that did not meet Qwest's Original Conditions for expedites (see above).

([http://www.qwest.com/wholesale/cmp/archive/CR\\_PC021904-1.htm](http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm))

6/15/04 – Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments.  
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc>

6/18/04 – To review CLEC comments and Qwest responses to the Qwest proposed changes see

[http://www.qwest.com/wholesale/downloads/2004/040715/DNLD\\_QwestResponse\\_Exp\\_Escl\\_V11.doc](http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc)

6/29/04 – Qwest announcement (attached)

7/31/04 Effective date (see above)

### **3. Expansion of the Original Conditions to Add Additional Conditions**

[See "Expedites & Escalation Overview – V22.0"

([http://www.qwest.com/wholesale/downloads/2005/050506/PCAT\\_Exp\\_Escl\\_V22.doc](http://www.qwest.com/wholesale/downloads/2005/050506/PCAT_Exp_Escl_V22.doc))]

Summary: The status of the Expedites Process requiring approval remained the same. Qwest added three conditions to the list of Original Conditions to expand the occasions upon which Qwest would grant expedites when the conditions were met.

Announcement/Effective Date: May 9, 2005/June 23, 2005

Announcement:

<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E05%2E09%2E05%2EF%2E02892%2EExpedites%5FEscalations%5FV22%2Edoc>

Expedite Charge: No additional charge.

Products: All (including unbundled loops – analog and high capacity). For example, although Covad's CR had been processed and the optional Pre-Approved for pay process was in place at this time, expedites remained available to CLECs that had not signed that

<sup>11</sup> See, e.g., later objection by Integra (#6 below): "When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval."

# Expedites and Escalations Overview – V29.0V30.0

History Log (Link italicized text to: Replace Existing Download With Attached History Log)

## Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our **Service Interval Guide (SIG)** (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

## Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products contained in the "Pre-Approved Expedites" section below (see below), and your ICA has must contain language supporting expedited requests with a "per day" expedite rate then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

### Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

#### **Non-Designed/No Dispatch Required**

For requests that do not require a dispatch, the order is issued with the expedited due date.

#### **Non-Designed/Dispatch Required**

For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

#### **Designed Services**

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

#### **Approved Expedited Requests**

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

### Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

### Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

Note: Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.

The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

~~NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.~~

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above using the standard interval that is defined in the Standard Interval Guide for Resale, UNE and Interconnection Services (Link italicized text to: <http://www.qwest.com/wholesale/guides/sig/index.html>).

Following is a list of the products, which require an ~~amendment~~expedite language in the ICA and may be expedited that will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog

- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

#### **Expedites Supporting Non-Qwest caused Restoral Requests**

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the

service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - = Restoral request Full, Resale to UNE-P conv, restore original service, Or
    - = Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
    - = Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
    - = Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
    - = Restoral Request, Restore original full service back to CLEC XXXX, Or
    - = Restoral Request, Restore original partial service back to CLEC XXXX, Or
    - = Restoral Request, Restore original F Loc service, full/partial back to old CLEC
    - = Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

#### Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable

#### Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

**Decision Chart, Scenario's 1-5, Same CLEC**

IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect</li> <li>• Follow expedite procedures</li> </ul>

**Decision Chart, Scenario's 6-10, To a New CLEC**

IF	AND	THEN
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service</li> <li>• Old CLEC must follow expedite procedures</li> <li>• Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move</li> <li>• New CLEC must follow expedite procedures</li> <li>• New CLEC will issue Disconnect LSR if required based on order scenario</li> </ul>



		and order completion <ul style="list-style-type: none"> <li>• Old and new CLECs will coordinate their order activity</li> <li>• Contact your Qwest Service Manager if you require assistance with old CLEC contact</li> </ul>
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Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	AND	THEN
Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	<ul style="list-style-type: none"> <li>• Contact the Wholesale ISC Call Center at 888 796-9087</li> <li>• Open an Escalation ticket</li> <li>• Request a warm transfer to the CSIE Tier 1 support group</li> <li>• Place a verbal Restoral Request for Previous Retail Service, full or partial restoral</li> <li>• CSIE will advise you if a new LSR will need to be issued by you</li> <li>• If a new LSR is needed and is not issued within 2 ousiness hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.</li> </ul>

## Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  - Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager

Involved only after normal processes fail to resolve the escalation to your satisfaction.  
Evaluates the situation based on commitments managing associated resolution activities.

- **Qwest Senior Service Manager/Director**  
Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- **Qwest Senior Service Director/Vice President**  
Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

### **Escalations – Maintenance and Repair**

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our **Maintenance and Repair Overview** ([Link italicized text to: http://www.qwest.com/wholesale/clecs/maintenance.html](http://www.qwest.com/wholesale/clecs/maintenance.html)) for additional information. You will be referred to **Held, Escalated & Expedited Tool (HEET)** ([Link italicized text to: http://www.qwest.com/wholesale/systems/heet.html](http://www.qwest.com/wholesale/systems/heet.html)) for ongoing status if your service was requested on an ASR.

### **Escalations – Technical Escalation Process**

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. ([Link italicized text to: http://www.qwest.com/wholesale/systems/generalinfo.html](http://www.qwest.com/wholesale/systems/generalinfo.html))

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your **Qwest Service Manager** ([Link italicized text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html](http://www.qwest.com/wholesale/clecs/accountmanagers.html)) for assistance.

[Return to Table of Contents](#)

## **Training**

### **Qwest 101 "Doing Business With Qwest"**

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click [here](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) ([Link italicized text to: http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)) for course detail and registration information.

[Return to Table of Contents](#)

## **Contacts**

Qwest contact information is located in Wholesale Customer Contacts. ([Link italicized text to: http://www.qwest.com/wholesale/clecs/escalations.html](http://www.qwest.com/wholesale/clecs/escalations.html))

### **Expedites and Escalations**

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: <a href="http://www.qwest.com/wholesale/clecs/accountmanagers.html">http://www.qwest.com/wholesale/clecs/accountmanagers.html</a> )

NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the *Ordering Overview PCAT* (Link italicized text to: <http://www.qwest.com/wholesale/clecs/ordering.html>).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	800-335-5680

## Frequently Asked Questions

This section is currently being compiled based on your feedback.

**Last Update:** ~~October 13, 2003~~ January 3, 2006

META Tags: Expedites Escalations

**EXHIBIT 10**

**Qwest's correspondence of May 30, 2006  
Regarding depositions**

**STEESE & EVANS, P.C.**

6400 South Fiddlers Green Circle, Suite 1820  
Denver, Colorado 80111  
(720) 200-0676  
Fax: (720) 200-0679  
www.s-elaw.com

Chuck Steese: (720) 200-0677  
csteese@s-elaw.com

May 30, 2006

**VIA Email and Federal Express**

Michael W. Patten  
J. Matthew Derstine  
ROSHKA DEWULF & PATTEN, PLC  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

***Re: In the Matter of the Complaint of Eschelon Telecom v. Qwest Corporation***

Dear Messrs. Patton and Derstine:

Attached to this letter, please find Qwest Corporation's first set of Data Requests, Requests for Production and Requests for Admission. Per Commission practice, we expect Eschelon will respond to these requests within two weeks of receipt, or June 2, 2006. If this is a problem, please let me know.

The purpose of this letter is also to inform you of the depositions Qwest Corporation intends to take as part of this Complaint. We inform you about these depositions now, so we can begin the process of scheduling them to the mutual convenience of all parties. At a minimum, Qwest intends to take three depositions in this case:

1. Ronda Knudson (4 hours);
2. The employee submitting the disconnect notice for the [REDACTED] (2 hours); and
3. 30(b)(6) deposition of Eschelon (8 hours).

The 30(b)(6) will cover the following categories:<sup>1</sup>

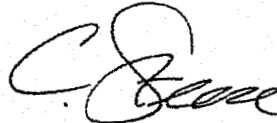
- a. The terms of Eschelon's interconnection agreement relating or otherwise impacting requests for expedited orders for unbundled loops;
- b. The terms of Qwest's SGAT relating to or otherwise impacting requests for expedited orders for unbundled loops;
- c. Discussions in the Change Management Process (CMP) relating to expedites, including but not limited to, the process change about which Eschelon complains;

<sup>1</sup> This list may expand based on discovery.

- d. Qwest's process for provisioning expedites and how it evolved over time;
- e. The purpose of the CMP and Eschelon's involvement in the CMP;
- f. The terms of the document governing CMP (attached as Exhibit G to the August 29, 2003, Arizona SGAT);
- g. Rates applicable to requests for expedites;
- h. Communications between with Qwest and Eschelon concerning expedites;
- i. Eschelon's requests for expedites to Qwest between January 2003 and the present; and,
- j. Eschelon's customer, the [REDACTED] including, but not limited to, (i) Eschelon's service at [REDACTED]; (ii) Eschelon's plans to disconnect an unbundled loop; (iii) Eschelon's disconnection of a DS1 Capable Loop; (iv) 911 service capability at [REDACTED]; (v) temporary 911 protections used by Eschelon at [REDACTED] from March 15, 2006-March 20, 2006; (vi) [REDACTED] need for 911 service; (vii) the reasons why expediting the DS1 Capable Loop at [REDACTED] presented a "medical emergency"; (viii) all communications with [REDACTED], and (viii) telecommunications facilities/capabilities at [REDACTED].

Please let us know in advance the number of people who will be designated to cover these ten 30(b)(6) categories. The number of corporate representatives may affect the length of time for the anticipated deposition. Finally, please be advised that Qwest anticipates it would move to bar any 30(b)(6) witness from also being hearing counsel.

Respectfully,



Charles W. Steese

cc: Melissa Thompson, Esq.  
Norm Curtright, Esq.